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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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IT IS not surprising that the regret which is felt about the death of Sir FRANK LOCKWOOD should be infinitely greater and more widespread than that which was ever manifested on the demise of the greatest lawyer who was only a lawyer. Sir FRANK was neither a great lawyer nor, perhaps, altogether a great advocate; but he was a clever, acute, and genial man of the world, well liked by his brethren at the bar, and by the bench; popular in society and in the House of Commons; and a particular favourite in the theatrical and newspaper world. In the present day this last circumstance is in itself a title to fame. But Sir FRANK had qualifications of no mean order as an advocate. He had a fine voice and a good presence, and was capable of that kind of eloquence, based on real, personally-felt indignation at wrong or treachery, which is the most effective of all weapons with a jury. We have, moreover, heard men of experience, very well qualified to judge, speak in the highest terms of his ability and shrewdness in the conduct of cases. His death will be felt as a great loss by both branches of the profession.

THE RETIREMENT from practice of Mr. GRAHAM HASTINGS, Q.C., has called forth public expressions of deep feeling from Mr. Justice STIRLING; and no one who knows the character of the learned counsel, and the way in which he has done his work, will say that this very unusual tribute was undeserved. For a great many years he has been an example of a conscientious and skilful advocate; always fully acquainted with his case and quick in grasping its points, but, while doing his utmost for his client, careful that the court should not be in any way misled, either as to facts (in which he did not differ from his brethren) or as to the law. Most judges learn, after a short time, who, among the leading counsel practising before them, can be relied on to assist the court. Mr. HASTINGS was pre-eminently one of this class, and it is not wonderful that Mr. Justice STIRLING should deplore his loss. In the midst of all the pressure of his heavy practice as apparently leisurely in manner as if he

had nothing in the world to trouble him, Mr. HASTINGS went through his work from day to day with the utmost apparent ease; by his invariable calmness and courtesy smoothing away obstacles to the progress of the business before the court, and by his accurate knowledge of his case facilitating argument and decision. But this apparent ease (even given extensive legal knowledge and experience) could only be the result of anxious and painstaking labour, and for years it has been a puzzle to the Chancery Bar when and how the time for this labour was obtained; but somehow or other it was invariably obtained. Everyone who knows Mr. HASTINGS will concur in Mr. Justice STIRLING'S wish that he may have many years of health in which to enjoy his well-earned leisure.

A POINT of some importance to county court suitors and solicitors was determined by the Queen's Bench Division in the recent case of *Lewis* v. *Burrell*. The question raised was, shortly, whether, in an action in the county court by a solicitor to recover the amount of his bill of costs, the defendant could, without giving statutory notice of defence, set up at the trial that the plaintiff had not complied with the requirements of the Solicitors Act, 1843, s. 37, and therefore could not recover. It was held by the court (GRANTHAM and CHANNELL, JJ.) that this could not be done, as the case was clearly governed by ord. 10, r. 10, of the County Court Rules, 1889, which provides that notice of defence shall be given by a defendant where he intends to rely at the trial upon such grounds of defence as are mentioned in rule 18 of the same order, which prescribes that when in any action the defendant relies upon any statutory defence, or any defence of which he is required by any statute to give notice, he shall in his statement set forth the year, chapter, and section of the statute, or the short title thereof, and the particular matter upon which he relies. As the case under consideration is, it seems, the first of the kind that has arisen under the Solicitors Act, 1843, it is, to that extent at all events, a case of first impression, though the principle involved is one which has often been affirmed, and notably in the recent case of *Conroy* v. *Peacock* (45 W. R. 502; 1897, 2 Q. B. 6), which is a decision under the Employers' Liability Act, 1880, s. 4.

THE DECISION of Lord RUSSELL, C.J., in the remarkable case of *Lewis* v. *Clay* appears to be amply supported by authority, though it is not unimportant to notice that upon the point in dispute the later cases differ from what was at one time taken to be the law, and are much more favourable to persons who execute documents without taking the precaution to ascertain their nature. In *Lewis* v. *Clay* it appeared from the evidence that Lord WILLIAM NEVILL prepared two promissory notes for £8,000 and £3,113 respectively in favour of the plaintiff, for which he wanted a responsible maker. He took them to Mr. CLAY, a friend of his who had just come of age, and represented that he wanted him to witness a document. To CLAY'S inquiry as to the nature of the document, Lord WILLIAM replied that it related to private matters touching divorce proceedings then pending, and that he would rather not shew it. CLAY insisted no further, and, according to the evidence, signed his name several times through holes cut in blotting paper which was laid over the documents. Lord WILLIAM, having in this manner—at least, he has not so far contradicted CLAY'S story—obtained signatures to the notes, obtained value for them from the plaintiff. When the plaintiff came to sue upon them CLAY raised the defence that the notes were not his notes. The books, of course, are full of cases in which a party has sought by such a plea to avoid the effect of an execution of a deed or other instrument fraudulently obtained, but originally the law was only disposed to be indulgent in cases where the fraud was practised upon an illiterate person. This is illustrated by *Thoroughgood's case* (2 Rep. 9*a*), where the plaintiff, THOROUGHGOOD, had executed a release to CHICKEN of all his interest in certain land on the understanding that the deed was only a release of arrears of rent due from CHICKEN. THOROUGHGOOD was an illiterate man, and, just as the deed was about to be read to him, a stranger took it from the reader and misstated its effect as just indicated. "If it be no otherwise, I am content," replied THOROUGHGOOD, and delivered the deed to CHICKEN. It was held that the deed was not his deed, and certain matters were resolved by the court from which, taken together with other contemporaneous cases (*Manser's case*, 2 Rep. 3*a*; *Pigot's case*, 11 Rep. 28*a*), it appears that a person who executed a deed without either reading it, or, if illiterate, without having it read or its effect stated to him, did so at his own risk; but if there was fraud on the part of the person reading or explaining the deed, whereby the party was deceived as to its true nature, this excused him.

THE RULE, however, that a literate person who executes an instrument without reading it does so at his own risk has in modern times been relaxed, and it is now well settled that the deed is void if its execution has been obtained by fraud, provided there has not been negligence on the part of the person executing it; though it is otherwise if the fraud is collateral to the instrument and does not affect its execution. *Non est factum*, said Lord ABINGER, C.B., in *Mason* v. *Ditchbourne* (1 Moo. & R. 460), is a plea which will let in evidence of any fraud in the execution of the instrument declared upon, as if its contents were misread, or a different deed were substituted for that which the party intended to execute. But the Chief Baron declined to admit evidence that the instrument had been obtained by fraudulent misrepresentation not affecting the party's understanding of its contents. Of the cases which have established the modern doctrine, the most important is *Foster* v. *Mackinnon* (17 W. R. 1105, L. R. 4 C. P. 704), and on this Lord RUSSELL based his judgment in the present case. In *Foster* v. *Mackinnon* the defendant, who was a gentleman far advanced in years, was induced to put his name upon the back of a bill of exchange by the fraudulent representation of the acceptor that he was signing a guarantee. If a blind man, said BYLES, J., in delivering the judgment of the court, or a man who cannot read, or who for some reason (not implying negligence) forbears to read, has a written contract falsely read over to him, the reader misreading to such a degree that the written contract is of a nature altogether different from the contract pretended to be read from the paper afterwards signed; then, at least if there be no negligence, the signature so obtained is of no force. So in *National Provincial Bank of England* v. *Jackson* (34 W. R. 597) COTTON, L.J., stated the rule of law to be that if a person, in executing a deed, was misled by the misstatements of the grantees or others, in such a way that he did not know what the instrument was, the deed was not his deed at all. The qualification introduced by BYLES, J., that the deed must be executed without negligence, leaves open in each case the question whether there was negligence or no, and it may well be that, under certain circumstances, the omission to read the instrument may in itself be negligence. But in *Lewis* v. *Clay* this point was settled by the finding of the jury that the defendant did not, under the circumstances, attach his signature to the documents without due care. Lord RUSSELL held, accordingly, that the notes were not the notes of the defendant, and that he was in no way liable on them. The plaintiff being the payee named in the notes, no question arose as to what would have been the position of a third party who had become the holder in due course; but, in the opinion of the Lord Chief Justice, he would, notwithstanding the provisions of the Bills of Exchange Act, 1882, have had no better right than the plaintiff. The notes being void from the beginning, no subsequent dealing could establish them against the defendant.

CONSIDERABLE interest has been taken by the public in the death which took place in the course of a recent boxing match at a London club. It was undoubtedly a matter which required careful investigation; but probably no one who read the evidence given at the inquest and before the magistrate at Bow-street could believe that there was any chance of the defendants being convicted of manslaughter, even if they had been sent for trial. There was no evidence of anything brutal having occurred, or of any real violence. It was proved that there had been two thousand similar contests previously at the club, and that in no one of these had any serious injury been

suffered. Of course a fight is none the less a fight because the parties wear gloves. This was established in the case of *Reg.* v. *Orter* (43 J. P. 72), in which the Court of Crown Cases Reserved held that if the parties met intending to fight till one gave in from exhaustion or injury, the contest was a fight and a breach of the law, whether they fought in gloves or otherwise. Where, however, the combatants box under such rules that serious injury is unlikely, and where the contest is an amicable trial of skill and endurance, and is not intended to be prolonged till one is incapable of continuing, there can be nothing unlawful in the sport. Some danger is inseparable from boxing, as it is from cricket, football, and many other manly pastimes. But in all such sports death or injury is of rare occurrence. If it were otherwise, if it could be said that death or injury were *likely* results, clearly such sports would be illegal. The law on the subject was lucidly stated by CAVE, J., in the well-known case of *Reg.* v. *Coney* (30 W. R. 678, 8 Q. B. D. 534). That learned judge said: "The true view is, I think, that a blow struck in anger, or which is likely, or is intended, to do corporal hurt, is an assault, but that a blow struck in sport, and not likely nor intended to cause bodily harm, is not an assault, and that, an assault being a breach of the peace and unlawful, the consent of the person struck is immaterial." If this view is correct, a blow struck in a prize fight is clearly an assault; but playing with single sticks, or wrestling, do not involve an assault; nor does boxing with gloves in the ordinary way, and not with the ferocity and severe punishment to the boxers deposed to in *Reg.* v. *Orter*. Although, however, the recent match seems to have been conducted with fairness and legality, still most people will agree with Sir JAMES VAUGHAN in thinking that the introduction of valuable prizes in money is calculated to give such a stimulus to a boxing match as to cause a dangerous amount of passion and to tempt the competitors to use an illegal amount of force. When such prizes are offered it must be hard to prevent the combatants from getting out of control, and it must be difficult in many cases to draw the line between a lawful boxing match and an unlawful prize fight.

A CORRESPONDENT calls our attention to the recent decision of WRIGHT, J., in *Re Sale Hotel and Botanical Gardens Co. (Limited)* (Times, Dec. 15; Weekly Notes, Dec. 18), and comments on the hardship which promoters are likely to suffer under the principle there laid down. According to the facts as reported, it appears that the vendor to the company offered to A. and certain other persons £2,000 if they could form a company to take over his property. The company was formed, and A., who became secretary *pro tem.*, received £250 as his share of the promotion money. The prospectus contained the statutory particulars—that is, the dates and parties—of the agreement under which this money was paid, and A. further disclosed the fact of his receipt of the money to the directors of the company. There was no evidence that the purchase-money actually paid by the company was increased by the payment of the £2,000. WRIGHT, J., held that the £250 was a secret profit made by A., which he was liable to refund at the instance of the liquidator of the company. The reference to the contract in the prospectus was, the learned judge held, useless for the purpose of giving notice to the shareholders, for it is notorious, he observed, that shareholders seldom take the trouble to look at the contracts so referred to, and the disclosure to the directors was equally ineffectual, for they were themselves in the same position as A. But if this reasoning is good, how, our correspondent pertinently asks, is a promoter to protect himself? Everyone who has to do with companies knows that there is a promoter, and that he has to be remunerated. Intending subscribers to the company are entitled to know what the remuneration is, and if they are dissatisfied they can abstain from joining. But it has never been supposed that the promoter's remuneration must be specifically mentioned in the prospectus. The Legislature has, indeed, by section 38 of the Companies Act, 1867, expressly stated how notice of contracts is to be given to the public, and although the section is not so drawn as to render this notice very effectual, it would seem that parties entitled under the contracts ought to be able to rely upon it as sufficient. Moreover, it can hardly be said that a promoter is making a secret profit when his profit is disclosed to the directors, who are the proper representatives of the company. If there is any design of withholding information from the shareholders the case would, of course, be different. The decision favours too much the apathy of investors. Often a man takes up shares without troubling himself to make inquiries; but if his interest is sufficiently large to make it worth his while, he will be careful to examine the contracts relating to the formation of the company. His failure to do so should not have the effect of depriving the promoter of his fees. As the matter stands, the promoter is only safe if he specifies his remuneration in the prospectus.

THE REPORT of the Commissioner of Metropolitan Police for the year 1896 has recently been published in the form of a Blue Book. It contains a great deal of interesting information, and shews on the whole a satisfactory decrease in crime. The statistics for the City are, of course, not included in this report, but the district covered comprises an area of 688 square miles, and contains a population of nearly seven millions. In this district during the year 18,536 indictable offences were reported to the police. This is a decrease of nearly 1,500 as compared with 1895, the numbers for which were nearly 1,000 lower than for 1894. It is satisfactory to learn that this large diminution took place almost entirely in crimes against property, which, as remarked by the Commissioner, are the only crimes which can really be controlled by police action. This seems to shew that the police are growing more vigilant in watching known criminals, and more successful in preventing crime. Probably no one will deny that it is more to the advantage of the public that a crime should be prevented than that the criminal should be brought to justice after he has committed the offence. The number of burglaries and house-breakings also shew a substantial decrease, and it is gratifying to find that in only one case was a crime of this nature accompanied by personal violence. Both the number of summonses issued at the request of the police, and the number of apprehensions during the year shew an increase, the latter amounting to over ninety thousand. But as the majority of these were for more or less trifling matters, and as everything tends to shew a decrease in the number of serious offences, it may be taken that this increase points to greater efficiency on the part of the police. Twenty-one cases of alleged murder were investigated. Out of these there were eleven trials on the capital charge, eight resulting in convictions and three in acquittals. Five of the murderers evaded justice by taking their own lives. The remaining five were undiscovered, but of these three were cases of women dying from the effects of illegal operations. It is very satisfactory to learn that the new system of identifying prisoners, which was started in 1890, and which is quite independent of the Bertillon method, has turned out to be a great success, and that no less than 3,503 persons were identified by this means. Either cabmen are getting more honest or the public more careless, for the number of articles left in vehicles and deposited at the Lost Property Office by the drivers and conductors of cabs and omnibuses shews an extraordinary increase, and amounts in the year to no less than 38,025. Out of this large number, however, strange to say, only half were claimed and restored to the owners. The list of these articles exhibits the usual astonishing variety, but it is rather startling to find that a person can forget such a thing as a perambulator or a bicycle on a cab. Speaking of bicycles, it is interesting to note that as many 1,608 persons were proceeded against by the police during the year for furious riding, riding without lights, &c. However clearly this report may point to a growth in the efficiency of the police in some directions, it can hardly be said that there is any indication of an increase in detective power to keep pace with the increase in preventive power. We read that the total value of the property stolen during the twelve months was £131,713. Out of this, property to the value of £22,468 only, or about 17 per cent., was recovered. In the year before, the value of the property stolen was considerably greater, but over 29 per cent. in value was recovered. As to the proceeds of burglaries and housebreakings, only 6 per cent. in value of the property stolen was recovered. This seems a very small pro-

portion, and this part of the report will probably not be considered as encouraging as the rest of it.

THE DECISION of the Court of Appeal in *Ellis* v. *Pond and the Bloomsbury Syndicate* is an interesting addition to the cases relating to the mutual liabilities of a stockbroker and his principal. The stockbroker, as is well known, is, according to the rules of the Stock Exchange, directly responsible to the jobber with whom he is dealing in the transaction, and this is a responsibility against which he must be indemnified by his principal, but, for the right to indemnity to be enforced, it is necessary that he should have suffered loss through some default of the principal, and upon this ground the Court of Appeal (A. L. SMITH and COLLINS, L.JJ., RIGBY, L.J., *diss.*) allowed in part the appeal against the judgment of MATHEW, J. The defendants had employed the plaintiff to purchase large quantities of Metropolitan District Railway Stock. By the 10th of November, 1896, which was a settling day on the Stock Exchange, £100,000 of stock had been bought and taken up, the money being provided by the plaintiff, and £35,000 had been bought and not taken up. It was agreed between the parties that the latter stock should be carried over at the current price, 29½, till the next settling day, the 26th of November, and that the £100,000 of stock should not be sold till then. A further amount of £14,000 was also bought on the 10th. The plaintiff becoming uneasy over the transaction, did not wait for the 26th, but sold the whole of the stocks on the 19th at 25. At the trial the jury found that, if he had waited till the 26th, the price would have been 28, and that in selling on the 19th he did not act with proper care and skill. MATHEW, J., held that the plaintiff was entitled to an indemnity from the defendants in respect of the whole of the stock, subject to deduction for the loss of £3 per £100 of stock incurred by selling on the 19th. The purchases had been made at prices above 28, and judgment was entered for £4,151. But in the Court of Appeal a distinction was taken between the £100,000 of stock which had been paid for and taken off the market, and the stock which had been carried over or only bought on the 10th. In respect of the former, the transaction of purchase was complete so far as the broker was concerned, but the defendants had failed to find the money for and to take up the shares, and consequently the broker's right of indemnity had arisen. But in respect of the latter, the purchase was still inchoate. In respect of shares which were to be carried over till the 26th of November, or were only bought for that day, the broker had never been in a position to call upon the defendants to take up shares and there had been no default by them. On the contrary, he had, by selling on the 19th of November to a stranger, found another way of satisfying his liability to the jobber, and by his own conduct he had excluded the defendants from the transaction. Consequently the circumstances under which their liability to indemnify him would arise had not happened, and in respect of the £35,000 and £14,000 of stock the appeal was allowed. *Primâ facie* the broker has a claim on his client as soon as he effects a purchase for him, but the claim fails if the broker so acts as to prevent the purchase from being completed.

DURING THE hearing of the salvage case of *The Persian Empire* in the Admiralty Court, Mr. Justice BARNES strongly commented upon the length of the pleadings in the case. He pointed out that only "facts" should be set out, and that evidence should not be pleaded. The practice of setting out the account of the salvage services at great length has probably arisen from the decision of Sir JAMES HANNEN in *The Isis* (8 P. D. 228). It was there decided that the form of statement of claim in Form No. 6 of Appendix C. of the Rules of the Supreme Court, 1883, should not generally be followed, but a fuller form should be used. The reason for this was apparent. The statements of claim in these actions are often admitted, and it would cause great additional expense if the plaintiffs, when the facts were admitted, were obliged to bring witnesses to expand the facts summarized in the statement of claim, and the defendants were to keep witnesses to meet facts which did not appear in the claim but which it would not be prudent for them to be unprepared to meet. When settling pleadings in salvage actions the pleader is often in an uncomfortable position, as salvors always insist on having the account of their services set out in the most glowing terms, while the court insists that the facts of the case should be stated as succinctly as possible.

CONSPIRACY AS A CAUSE OF ACTION.

THE judgment delivered by DARLING, J., last Saturday in *Huttley* v. *Simmons* furnishes an interesting supplement to the decision of the House of Lords in *Allen* v. *Flood*. In *Huttley* v. *Simmons*, which was tried with a jury in November, the plaintiff, a cab-driver, sued the defendant SIMMONS, who was the president of a strike committee of a trade union, and other persons who were members of the union, for having induced a cab proprietor named JONES to refuse to give him employment. There was no evidence against any of the defendants except SIMMONS, but as regards him the jury returned answers to the questions left to them upon which the judge would have been bound, upon the decision of the Court of Appeal in *Flood* v. *Allen*, to enter judgment for the plaintiff. The jury found that SIMMONS induced the cab proprietor not to employ the plaintiff, and that he did this in order to injure the plaintiff and to procure an indirect advantage, not indeed for the defendant himself, but for others for whom he was acting—that is, he did it maliciously in the legal sense of the word. To avoid, however, the expense of an appeal, should the House of Lords reverse the Court of Appeal in *Allen* v. *Flood*, Mr. Justice DARLING reserved his judgment.

Upon the above findings it would have been a matter of course to enter judgment for the defendant as soon as the decision of the House of Lords was given. The findings are practically the same as those of the jury in *Allen* v. *Flood*, and they disclose no cause of action in the plaintiff. No existing contract was broken, nor any unlawful means used in preventing him from getting employment, and the finding of malice by itself was insufficient. But in *Huttley* v. *Simmons* the jury further found that the defendant conspired with others to prevent the plaintiff from obtaining employment under JONES, and it was open, therefore, to argument that the conspiracy was a cause of action, even though the House of Lords had deprived malice of any such effect. Some countenance is lent to this contention by a passage from the judgment of Lord SHAND in *Allen* v. *Flood*: "Combination of different persons in pursuit of a legitimate trade object occurred in the case of *The Mogul Steamship Co.*, and was there held to be lawful. Combination for no such object, but in pursuit really of a malicious purpose to ruin or injure another, would, I should say, be clearly unlawful, but this case raises no such question."

In spite, however, of this *dictum*, it seems that, so far as any civil remedy is concerned, the fact of conspiracy gives no ground of action. The case which most strongly suggests that such an action would lie is *Gregory* v. *Duke of Brunswick* (6 M. & Gr. 953), where the plaintiff had been hissed off the stage, and he alleged that this was done in pursuance of a conspiracy between the defendants. The fact of the conspiracy was left to the jury by TINDAL, C.J., and was negatived by them, so that on the case as presented by the plaintiff he necessarily failed. But the judgment of the Court of Common Pleas, delivered by COLTMAN, J., upon an application for a new trial on the ground of misdirection, has been taken as implying that the real ground of action was malice, and that the conspiracy was only material as evidence of malice (Pollock on Torts, 4th ed., p. 293; Clerk and Lindsell on Torts, 2nd ed., p. 24); and, in this view, the result of *Allen* v. *Flood* is to shew that the conspiracy is altogether immaterial. If malice is not a ground of action, the use of conspiracy as evidence of malice is gone. But even if *Gregory* v. *Duke of Brunswick* were an authority that conspiracy could be a cause of action, it stands by itself and is opposed to the tendency of authority both in this country and in America. "As a rule," said BOWEN, L.J., in the *Mogul case* (37 W. R. 756, 23 Q. B. D., p. 616), "it is the damage wrongfully done, and not the conspiracy, which is the gist of actions on the case for conspiracy." In other words, there is no cause of action unless, in pursuance of the conspiracy or agreement, acts are done which would be unlawful if done

by an individual acting independently. The real cause of action is the violation of the plaintiff's right, and the averment of conspiracy does not strengthen the case. This principle runs through the judgments delivered in the House of Lords in the *Mogul case* (40 W. R. 337; 1892, A. C. 25). The defendants in that case had violated no right of the plaintiffs, and, consequently, the fact that they had acted in concert did not make them liable. "If no legal right," said Lord HALSBURY, "has been interfered with, and no legal injury inflicted, it is vain to say that the thing might have been done by an individual, but cannot be done by a combination of persons." "As the law is now settled," said Lord WATSON, "I apprehend that in order to substantiate their claim the appellants must shew, either that the object of the agreement was unlawful, or that illegal methods were resorted to in its prosecution."

That conspiracy is useless if not followed by an act in itself wrongful was settled in America in *Hutchins* v. *Hutchins* (Bigelow's L. C. on Torts, p. 207). The declaration in that case alleged that the defendants by maliciously conspiring together had induced the father of the plaintiff to revoke a will wherein he had devised certain real estate to the plaintiff. It was held that this disclosed no cause of action. "The allegation of a conspiracy," said NELSON, C.J., "is of no importance so far as respects the cause and ground of the action. A simple conspiracy, however atrocious, unless it resulted to actual damage to the party, never was the subject of a civil action. . . . We may, therefore, lay out of consideration altogether the conspiracy charged against these defendants, in endeavouring to ascertain if any foundation is laid for the action, and regard it as the same as if the defendant HUTCHINS had alone committed the several grievances for which redress is sought." This follows the opinion of Lord HOLT in *Savile* v. *Roberts* (1 Lord Raym., p. 378), that "an action will not lie for the greatest conspiracy imaginable if nothing be put in execution, but if the party be damaged the action will lie; from whence it follows that the damage is the ground of the action, which is as great in the present case as if there had been a conspiracy." Damage, in these passages, must be understood as meaning wrongful damage, or damage following upon the invasion of a right.

A singular application of this principle occurred in Ireland in *Kearney* v. *Lloyd* (26 L. R. (Ir.) Q. B. 268). The plaintiff, who had been the Protestant incumbent of a parish, brought an action against certain of his former parishioners, alleging that they had conspired to prevent subscriptions being given to a voluntary fund upon which his income was partly dependent. The jury found that the defendants combined and agreed among themselves to withdraw their own subscriptions, though they did not induce other parishioners not to contribute; that the combination and agreement was partly with the intention of injuring the plaintiff and obliging him to leave the parish, and partly with the intention of promoting the religious interests of the parish; that subscriptions were, by reason of such combination, withheld from the fund, and that the plaintiff was thereby injured and was obliged to leave the parish. If, therefore, mere conspiracy, followed by pecuniary damage to the plaintiff, but without any violation of his legal rights, was sufficient to found a cause of action, here were the necessary elements. The court, however, presided over by PALLES, C.B., took a contrary view, and held, in accordance with the authorities, that the acts of the plaintiffs did not constitute any legal injury to the plaintiff, and that the action was not maintainable. Conspiracy, said the Chief Baron, is available in such action only for the following purposes: (1) To make the defendants jointly responsible for the acts done in pursuance of it; and (2) to indicate the alleged malicious or wrongful intention which governed those acts. "That I am right in this," he continued, "is, I believe, beyond cavil. If anything is well settled in law it is that in cases of this description, in which the old writ of conspiracy did not lie, the gist of the action is not the conspiracy itself, but the wrongful acts done in pursuance of it. The cause of action must exist, although the allegation of conspiracy be struck out; and the acquittal of all the defendants but one will not, as it would were the conspiracy a material part of the cause of action, prevent judgment against the remaining defendant if found guilty."

This very clear statement of the law exactly applies, it will be seen, to the circumstances with which DARLING, J., had to deal in *Huttley* v. *Simmons*. Upon the findings of the jury, apart from conspiracy, there was, according to the decision of the House of Lords in *Allen* v. *Flood*, no cause of action. It was left, therefore, for the action to be founded upon the conspiracy alone, and this was impossible. Judgment, therefore, was necessarily entered for the defendant. Of course this examination of the authorities does not exhaust all that may be said on the subject. "A man," said Lord BRAMWELL in the *Mogul case* (1892, A. C., p. 45), "may encounter the acts of a single person, yet cannot be fairly matched against several." But, so far as civil liability is concerned, it seems clear that such acts must, apart from the combination, constitute an actionable wrong.

COMPANIES WINDING UP DURING THE LEGAL YEAR 1896-1897.

III.

THE House of Lords has of late had its hands pretty full of company cases. In one of them (*Welton* v. *Saffery*, 45 W. R. 508; 1897, A. C. 299) it deliberated much before coming to a decision from which Lord HERSCHELL dissented. The question is thus shortly stated in the argument of Mr. WELTON'S counsel: "The question raised by this appeal was left undetermined by the *Ooregum case* (1892, A. C. 125), namely, whether the holders of shares issued at a discount are liable to calls for the adjustment of the rights of contributories *inter se*, it being admitted that they are liable to calls for the payment of the debts and costs of winding up." The House held that Mr. WELTON, the shareholder, was liable to calls made for the purpose of adjustment, on the ground that it is *ultra vires* for a limited company to issue shares at a discount, although authorized to do so by its articles of association.

The doctrine of estoppel, as against a company in respect of paid up shares, has now been more clearly defined by the House of Lords. It was certainly generally supposed that the doctrine could only be invoked for the protection of a transferee, and not in favour of an allottee. Take up any recent edition of a text-book prior to 1896, and it is clear that this was understood as the rule. One writer says: "If the shareholder have certificates given him stating that the shares are held by him as fully paid up, and he afterwards *bond fide* dispose of his shares as such, the company cannot make the innocent *transferee* liable for calls; *he* is entitled to rely upon the company's admission of payment"; the authority cited being *Burkinshaw* v. *Nicolls* (26 W. R. 819, 3 App. Cas. 1004).

In a decision which was much doubted at the time, Mr. Justice VAUGHAN WILLIAMS held that the doctrine applied in the case of, and so to protect, an original allottee: *Parbury's case* (44 W. R. 107; 1896, 1 Ch. 100). In so holding, the learned judge followed the principle laid down by JAMES and THESIGER, L.JJ., in *Re British Farmers' Pure Linseed Cake Co.* (26 W. R. 334, 7 Ch. D. 533), the name in the Court of Appeal of the case which, when it went to the House of Lords, was called *Burkinshaw* v. *Nicolls*. *Parbury's case* was decided in the teeth of the following statement in another book on company law: "The original allottee and (subject to what follows) every subsequent transferee with notice holds the shares as unpaid"; and Mr. Justice VAUGHAN WILLIAMS says: "I am asked to say that, because of that, the original allottee, whether he had or had not knowledge that the shares were not paid up, and whether he acted or did not act on the faith of the representation in the certificate, is liable because he is an original allottee. So to hold would not be giving effect to the general law of estoppel, or to JAMES, L.J.'s, statement that the section does not in the slightest degree alter the general law of the land as to estoppel by conduct or representation."

This case was cited before the Court of Appeal in *Ex parte Bloomenthal* (44 W. R. 577; 1896, 2 Ch. 525), another case of an original allottee. The Court of Appeal there held that the shareholder knew enough to be prevented from saying that the company was estopped, but the decision in *Parbury's case* was approved. At this stage the text-writers said one thing, to which a decision of a court of first instance and a *dictum* of the Court of Appeal were opposed.

On appeal to the House of Lords (*Bloomenthal* v. *Ford*, 45 W. R. 449; 1897, A. C. 156), it was held that as the company had obtained a loan by a representation in the certificate that the shares were fully paid, which BLOOMENTHAL believed and acted upon, the liquidator was estopped from alleging that the shares were not fully paid. The Appeal Court's decision was therefore reversed, and the effect of the House of Lords' decision is that the company is estopped in such cases even when it seeks to fasten liability on an original allottee. Anyone who for value accepts the position of registered proprietor of shares on the faith of the company's statement under its common seal that on each the full amount has been paid, is under no liability although not a shilling has been paid up. The speeches of the noble and learned lords entirely ignore the supposed distinction between a transferee and an allottee.

In the case of *Re Wragg* (45 W. R. 557; 1897, 1 Ch. 796), after winding up the liquidator wished to have it declared that there was a cash liability in respect of shares issued as fully paid under a duly-filed contract, on the ground that the shares were issued to the vendors to the company of certain property which, though of some value, was not of a value equal to the nominal value of the shares—the effect being, as was contended, that the shares were issued at a discount. But it was held that as the contract stood unimpeached, the value of the property could not be inquired into. No other decision was possible, having regard to *Pell's case* (18 W. R. 31; L. R. 5 Ch. 11), *Forbes and Judd's case* (18 W. R. 302; L. R. 5 Ch. 270), and several other decisions which are referred to in the judgment in *Re Wragg*.

Both *Re Wragg* and *Salomon* v. *Salomon & Co.* are important contributions to the law of "private" companies—that is to say, companies registered under the Companies Acts, but not inviting the public to subscribe for their shares. No one could say that the directors of either company were what is called "an independent executive." Now, it was clearly laid down in the House of Lords in *Erlanger* v. *New Sombrero Phosphate Co.* (27 W. R. 65, L. R. 3 App. Cas. 1218, 1236) that if the owner of property promotes and forms a company, and then sells his property to it, "he is bound to take care that he sells it to the company through the medium of a board of directors who can and do exercise an independent and intelligent judgment in the transaction." But, as Lord DAVEY pointed out in *Salomon's case*, *Erlanger's case* "is often quoted, and not infrequently misunderstood. . . . Lord CAIRNS observations"—cited in part above—"were directed only to a case such as he had before him, where it was attempted to bind *a large body of shareholders* by a contract which purported to be made between the vendor and directors *before the shares were offered for subscription*, whereas it appeared that the directors were only the nominees of the vendor, who had accepted his bidding and exercised no judgment of their own." In *Erlanger's case* the publication of a prospectus materially influenced the share subscription (see p. 1221). Lord HALSBURY and Lord WATSON also took care to distinguish *Erlanger's case* from that of a company like the one got up by Mr. SALOMON, which, as Lord MACNAGHTEN points out (or his judgment means nothing), was essentially a private company. The forerunner of these cases was *Re British Seamless Paper Box Co.* (29 W. R. 690, 17 Ch. D. 467), where a transaction which would not have stood in the case of a public company, was held to be valid in the case of a private one.

The much-vexed question as to who is an "officer" of a company within the meaning of section 10 of the Companies (Winding-up) Act, 1890, arose again in *Re Western Counties, &c., Co.* (45 W. R. 518; 1897, 1 Ch. 617). In *Re London and General Bank* (43 W. R. 481; 1895, 2 Ch. 166) it was held by the Court of Appeal that the auditor of a joint-stock banking company, appointed and acting under articles of association in the Table A or usual form, was an officer of the company, and that court held that an auditor, similarly appointed and acting, was an officer, although the company was an ordinary trading company: *Re Kingston Cotton Mill Co.* (44 W. R. 210; 1896, 1 Ch. 6). It will be remembered that Lord HERSCHELL, who presided in the Court of Appeal on the hearing of the case last cited, only acquiesced in the decision because he considered that, sitting where he was, he was bound by the former decision of the Court of Appeal. If the same point went to the House of Lords there would probably be a difference of opinion among the Lords, and it is clear that the law cannot be stretched any further so as to catch auditors as officers. But in the *Western Counties case* an attempt was made to strain the law still further. A firm of accountants had audited the accounts on a given occasion, being asked to do so by one of the directors. They were not appointed in the manner prescribed by the articles, but they were paid by the company. Mr. Justice STIRLING, misled by the specious argument that the accountants were *de facto* officers, held that they could be proceeded against under section 10. The Court of Appeal, however, held that being a *de facto* auditor is not necessarily being a *de facto* officer, for an auditor is not expressly mentioned in the section, and that a mere "casual auditor," to use a term employed in the argument, is not an officer of the company. He stands, in fact, in the same position as a banker (*Re Imperial Land Co. of Marseilles*, L. R. 10 Eq. 298), or a solicitor who is not a salaried official (*Carter's case*, 31 Ch. D. 496). Lord Justice LINDLEY expressed the opinion, however, that even a banker or solicitor might, under certain circumstances, be an officer of the company. The *Western Counties case* points out the high-water mark of legal authority as to what persons are officers of a company within sections 8 and 10 of the Companies (Winding-up) Act, 1890.

A notice of two or three cases as to voluntary winding up must close our remarks about the winding up of companies in 1896-7.

A voluntary winding up commences with the passing of an extraordinary or special resolution, and the mode of passing a special resolution (whether for voluntary winding up or any other purpose) is pointed out by section 51 of the Companies Act, 1862. The section contemplates cases in which a poll is demanded as well as those in which there is no such demand, and, of course, there may be a valid resolution although no poll is demanded. But where by the articles of association voting by proxy is allowed, and a resolution is passed on a show of hands without a poll, how are the votes of proxies to be counted? In *Re Bidwell Brothers* (41 W. R. 363; 1893, 1 Ch. 603) Mr. Justice VAUGHAN WILLIAMS held that the chairman must count the vote of each person *who had appointed a proxy*, not according to the number of votes which he might give on a poll, but as one vote. Mr. Justice CHITTY afterwards held that the chairman must count the vote of each person present *who held proxies* as a single vote, and not count a vote for each of the members whose proxies he holds; and this decision was affirmed on appeal, *Re Bidwell Brothers* being overruled: *Ernest* v. *Loma Gold Mines* (45 W. R. 86; 1897, 1 Ch. 1). In the same case it was held that where the date of meeting is left blank in a proxy paper, and this paper, duly stamped, is signed and returned without the blank being filled in, the filling up of the blank by the secretary before it is lodged with the company does not invalidate the proxy, the secretary having implied authority to supply the accidental omission.

Another case as to voluntary winding up, and the special resolution in favour of it, is *Lee* v. *Roundwood Colliery Co.* (45 W. R. 324; 1897, 1 Ch. 373). The decision of Mr. Justice STIRLING on the principal points of the case was reversed by the Court of Appeal; but he decided some minor points which were left untouched—viz., (*a*) that where a distress is levied by a company's landlord, but not completed by sale, before the commencement of a voluntary winding up—that is, the date of the confirmatory resolution where the winding up is by *special* resolution—the court has jurisdiction to restrain by injunction further proceedings under the distress; (*b*) that to obtain such an injunction the liquidator must shew special reasons rendering it inequitable to allow the distress to go on; (*c*) that the fact that the distress was levied between the date of the first and the confirmatory resolution is not a sufficient special reason.

More difficult questions were involved in *Re National Bank of Wales* (45 W. R. 401; 1897, 1 Ch. 298). In this case, after the commencement of the winding up, the voluntary liquidator had sanctioned transfers of the shares of certain contributories—as section 131 of the Companies Act, 1862, empowers him to do—and some of the transferees had again transferred their shares with his concurrence. The Court of Appeal, differing from the

view taken by Mr. Justice VAUGHAN WILLIAMS, held that on giving such sanction the liquidator had power to make alterations in the register of members; that the transferor was thereupon released from his liability as a *present* member, and could not be put on the A list of contributories; and that where there were successive transfers, only the ultimate transferee was to be put on the A list, the transferor and the other transferees being only under liability as past members. A reference to the various sections on which these conclusions were arrived at will shew how difficult were the points involved.

REVIEWS.

BOOKS RECEIVED.

The Elements of Mercantile Law. By T. M. STEVENS, D.C.L., Barrister-at-Law. Second Edition. Butterworth & Co.

The Law relating to Unconscionable Bargains with Money-lenders: Including the History of Usury to the Repeal of the Usury Laws, with Appendices containing a Digest of Cases, Annotated, relating to Unconscionable Bargains, Statutes and Forms for the Use of Practitioners. By HUGH H. L. BELLOT, M.A., B.C.L., and R. JAMES WILLIS, Barristers-at-Law. Stevens & Haynes.

CORRESPONDENCE.

THE LAND TRANSFER ACT, 1897.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I agree with my friend Mr. Fraser that the selected area for the experimental trial should not be the whole county of London. In my opinion it should embrace only so much of that county as lies within the county of Middlesex and is already subject to registration, though of deeds—not of title. The inconvenience, if the experiment should be unsuccessful, would in that case be reduced to a minimum.

The London County Council are not likely to wholly veto the application of the order to the county of London, and in my judgment ought not to do so. The efforts of those who dislike the experiment would be more wisely directed towards limiting the area in which it is to be made, and towards ensuring that, while the selected area shall be large and varied enough to afford a fair trial, the experiment shall, in the event of failure, be as little permanently injurious as possible.

My own efforts will certainly be exerted in this direction, but Mr. Fraser greatly overrates the extent of my influence.

BENJAMIN G. LAKE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Knowing the interest you take in this subject, you will be pleased to hear that our Parliamentary Committee (Marylebone Vestry)—myself in the chair—have unanimously decided against the application of this Act to the county of London, and that the London County Council should be so informed in reply to their circular.

This decision remains, of course, to be adopted by the vestry when the report comes up after Christmas, but I entertain no doubt that the recommendation will be confirmed. G. R. H. STRINGER.

[The report, confirmed by the Vestry, will be found elsewhere.—Ed. S. J.]

It is announced that Mr. Graham Hastings, Q.C., who has just retired from practice at the bar, has presented his clerk, Mr. G. Ellis, with a cheque for £1,000.

Mr. Justice Bigham was entertained by the Northern Circuit at a congratulatory dinner upon his recent elevation to the bench at the Whitehall Rooms, Hôtel Métropole, on Saturday last. Mr. Littler, Q.C., was in the chair, and among those present were Viscount Esher, the Lord Chief Justice, the Speaker of the House of Commons, Lord Justice Collins, Mr. Justice Wright, Mr. Justice Barnes, and Mr. Justice Kennedy. Mr. Littler proposed the health of Mr. Justice Bigham, who, in replying, said that he had joined the circuit twenty-seven years ago and commenced at Liverpool in circumstances of no great encouragement. He had but few friends, little means, and no influence; but in the profession of a barrister true success came by hard work. His record consisted of nothing but plodding. He gave to every task not half his heart but the whole. He wished the members of the circuit to remember that though the Lord Chancellor nominated judges and the Queen appointed them, it was the circuit that made them. Lord Esher, in replying to the toast of "The Northern Circuit Judges," said that he was there to do honour to Mr. Justice Bigham and once more to proclaim himself "a disreputable son" of the old Northern Circuit.

NEW ORDERS, &c.

THE PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883.

Whereas by the 25th section of an Act of Parliament passed in the 46th and 47th years of her Majesty's reign, intituled "The Patents, Designs, and Trade-marks Act, 1883, it is amongst other things enacted that a patentee may, after advertising in manner directed by any rules made under the said section his intention to do so, present a petition to her Majesty in Council, praying that his patent may be extended for a further term, but such petition must be presented at least six months before the time limited for the expiration of the patent; that if her Majesty shall be pleased to refer any such petition to the Judicial Committee of the Privy Council the said committee shall proceed to consider the same; and that it shall be lawful for her Majesty in Council to make from time to time rules of procedure and practice for regulating the proceedings on such petitions, and subject thereto such proceedings shall be regulated according to the existing procedure and practice in patent matters of the Judicial Committee:

And whereas her Majesty in Council has deemed it expedient to make rules for regulating proceedings in such petitions.

Her Majesty is therefore pleased by and with the advice of her Privy Council to approve of the several rules and regulations contained in the schedule hereunto annexed, and to order as it is hereby ordered that on and after January 1, 1898, the same be respectively observed.

Whereof all persons whom it may concern are to take notice and govern themselves accordingly. C. L. PEEL.

26 November, 1897.

The SCHEDULE above referred to.

RULES TO BE OBSERVED IN PROCEEDINGS BEFORE THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL UNDER THE PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, s. 25.

I.

A party intending to apply by petition under section 25 of the Act shall give public notice by advertising three times in the *London Gazette* and once at least in each of three London newspapers.

If the applicant's principal place of business is situated in the United Kingdom at a distance of fifteen miles or more from Charing Cross he shall also advertise once at least in some local newspaper published or circulating in the town or district where such place of business is situated. If the applicant has no place of business, then, if he carries on the manufacture of anything made under his specification at a distance of fifteen miles or more from Charing Cross, he shall advertise once at least in some local newspaper published or circulating in the town or district where he carries on such manufacture. If he has no place of business and carries on no such manufacture, then, if he resides at a distance of fifty miles or more from Charing Cross, he shall advertise once at least in some newspaper published or circulating in the town or district where he resides.

The applicant shall in his advertisement state the object of his petition and shall give notice of the day on which he intends to apply for a time to be fixed for hearing the matter thereof, which day shall not be less than four weeks from the date of the publication of the last of the advertisements to be inserted in the *London Gazette*. He shall also give notice that caveats must be entered at the Council Office on or before such day so named in the said advertisements.

II.

A petition under section 25 of the Act must be presented within one week from the publication of the last of the advertisements required to be published in the *London Gazette*.

The petition must be accompanied with an affidavit or affidavits of advertisements having been published according to the requirements of the first of these rules. The statements contained in such affidavit or affidavits may be disputed upon the hearing.

The petitioner shall apply to the Lords of the Committee to fix a time for hearing the petition, and when such time is fixed the petitioner shall forthwith give public notice of the same by advertising once at least in the *London Gazette* and in two London newspapers.

III.

A party presenting a petition under section 25 of the Act must lodge at the Council Office eight printed copies of the specification; but if the specification has not been printed, and if the expense of making eight copies of any drawing therein contained or referred to would be considerable, the lodging of two copies only shall be deemed sufficient.

The petitioner shall also lodge at the Council Office eight copies of the balance-sheet of expenditure and receipts relating to the patent in question, which accounts are to be proved on oath before the Lords of the Committee at the hearing. He shall also furnish three

copies of the said balance-sheet for the use of the Solicitor to the Treasury, and shall upon receiving two days' notice give the Solicitor to the Treasury or any person deputed by him for the purpose reasonable facilities for inspecting and taking extracts from the books of account, by reference to which he proposes to verify the said balance-sheet at the hearing or from which the materials for making up the said balance-sheet have been derived.

All copies mentioned in this rule must be lodged and furnished not less than fourteen days before the day fixed for the hearing.

IV.

A party intending to oppose a petition under section 25 of the Act must enter a caveat at the Council Office before the day on which the petitioner applies for a time to be fixed for hearing the matter thereof, and having entered such caveat shall be entitled to have from the petitioner four weeks' notice of the time appointed for the hearing.

The petitioner shall serve copies of his petition on all parties entering caveats in accordance with this rule, and no application to fix a time for hearing shall be made without affidavit of such service.

All parties intending to oppose a petition shall, within three weeks after such copies are served on them respectively lodge at the Council Office eight printed copies of the grounds of their objections to the granting of the prayer of the petition.

V.

Parties shall be entitled to have copies of all papers lodged in respect of any petition under section 25 of the Act at their own expense.

All such petitions and all statements of grounds of objection shall be printed in the form prescribed by the rules which apply to proceedings before the Judicial Committee of the Privy Council. Balance-sheets of expenditure and receipts shall be printed in a form convenient for binding along with such petitions.

VI.

Costs incurred in the matter of any petition under section 25 of the Act shall be taxed by the Registrar of the Privy Council, or other officer deputed by the Lords of the Judicial Committee of the Privy Council to tax the costs in the matter of any petition, and the registrar or such other officer shall have authority to allow or disallow in his discretion all payments made to persons of science or skill examined as witnesses.

VII.

The Lords of the Committee may excuse petitioners and opponents from compliance with any of the requirements of these rules, and may give such directions in matters of procedure and practice under section 25 of the Act as they shall consider to be just and expedient.

VIII.

The Lords of the Committee will hear the Attorney-General or other counsel on behalf of the Crown on the question of granting the prayer of any petition under section 25 of the Act. The Attorney-General is not required to give notice of the grounds of any objection he may think fit to take or of any evidence which he may think fit to place before the Lords of the Committee.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Friday, the 10th day of December, 1897.

I, Hardinge Stanley, Lord Halsbury, Lord High Chancellor of Great Britain, do hereby Order that the Action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice STIRLING (1897—H—No. 3,443).

In re Harrisons, ld Thomas Price Gower and another v Harrisons, ld and another. HALSBURY, C.

On a divorce case being called on in the Probate Division on the 17th inst., says the *Times*, Mr. Inderwick, Q.C., who appeared for the petitioner, stated that it was an extremely painful case, the details of which, in the public interest, had better not be made public property. The President: From what I have seen of the case I am certain that the evidence had much better not be given in public, and I can only express a hope that no one will remain in court except those who have real business there. The court then emptied of all but the reporters, counsel, and witnesses in the case. The President (addressing the reporters), said: I hope, gentlemen, that you will not report this case. One of the reporters: Does your lordship say that we must not report this case? The President. No, sir, I only express the hope that you will not. I must add that, from my past experience, I have every confidence in the gentlemen of the press. The reporters then left the court.

CASES OF THE WEEK.

Court of Appeal.

LOLE AND ANOTHER *v.* **BETTERIDGE**; **MALLAM**, Claimant. No. 1. 16th Dec.

BANKRUPTCY—PROTECTED TRANSACTION—EXECUTION—SHERIFF TO HOLD PROCEEDS FOR FOURTEEN DAYS—NOTICE TO SHERIFF OF BANKRUPTCY PETITION—HOURS FOR SERVICE OF NOTICE—BANKRUPTCY ACT, 1890 (53 & 54 VICT. c. 71), s. 11, SUB-SECTION 2—BANKRUPTCY RULES, 1886, r. 90.

Appeal from an order of Day, J., at chambers. The sheriff having levied execution on the goods of the defendant in respect of a judgment recovered by the plaintiffs for a sum exceeding £20, the defendant on the 18th of September, 1897, paid the sheriff out. Upon the 2nd of October, which was a Saturday, a receiving order was made against the defendant upon his own petition, and on the same day the official receiver sent notice of the petition and receiving order to the sheriff by telegram, which was received by the latter at 3.40 p.m. on that day. It was admitted that the fourteen days during which the sheriff was required by section 11, sub-section 2, of the Bankruptcy Act, 1890, to hold the money did not begin to run until the 19th of September (see section 141 of the Bankruptcy Act, 1883). The claimant, the official receiver, claimed the money upon the ground that the notice was given within the fourteen days, which did not expire until midnight of the 2nd of October. The execution creditors claimed the money upon the ground that by rule 90 of the Bankruptcy Rules, 1886, service of notices must be effected before two in the afternoon of Saturdays, and that the notice was therefore too late. Upon an interpleader summons Day, J., ordered the sheriff to hand over the money to the execution creditors. The claimant appealed. By section 11, sub-section 2, of the Bankruptcy Act, 1890: "Where under an execution in respect of a judgment for a sum exceeding £20 the goods of a debtor are sold or money is paid in order to avoid sale, the sheriff shall deduct his costs of the execution from the proceeds of sale or the money paid, and retain the balance for fourteen days, and if within that time notice is served on him of a bankruptcy petition having been presented against or by the debtor, and a receiving order is made against the debtor thereon . . . the sheriff shall pay the balance to the official receiver. . . ." By rule 90 of the Bankruptcy Rules, 1886: "Service of notices shall be effected before the hour of six in the afternoon, except on Saturday, when it shall be effected before the hour of two in the afternoon. Service effected after six in the afternoon on any week-day, except Saturday, shall for the purpose of computing any period of time subsequent to such service be deemed to have been effected on the following day. Service effected after two in the afternoon on Saturday shall for the like purpose be deemed to have been effected on the following Monday."

THE COURT (A. L. SMITH, RIGBY, and COLLINS, L JJ.) allowed the appeal.

A. L. SMITH, L.J., said that the contention of the execution creditor came to this, that the fourteen days during which the sheriff was required to hold the money, and which would naturally expire at midnight of the 2nd of October, was cut down by rule 90. In his opinion rule 90 did not apply to such notices as this, but only to notices of procedure. This part of the rules was headed, "Service and execution of process." All the rules in this part dealt with notices of procedure. He agreed with the decision of Grove, J., in *Curtis* v. *Wainbrook Iron Co.* (Cab. & Ell. 351), a case which, no doubt, had been acted upon ever since it was decided. There was another ground upon which the case could be decided—namely, that there was nothing in rule 90 which invalidated a notice served after 2 p.m. on Saturday as a notice served upon that day. The rule merely said that for the purpose of computing the time within which the other party had to take a subsequent step in the proceedings the notice must be deemed to have been served on the following Monday.

RIGBY and COLLINS, L JJ., concurred.—COUNSEL, *H. Reed*, Q.C., and *H. J. Turrell*; *Muir Mackenzie*; *R. W. Coventry*. SOLICITORS, *Ashwell, Browning, & Tutin*; *Warren, Murton, & Miller*; *Rowcliffes, Rawle, & Co.*, for *Blandy & Blandy*, Reading.

[Reported by W. F. BARRY, Barrister-at-Law.]

ATTORNEY-GENERAL *v.* **NEW YORK BREWERIES CO. (LIM.)** No. 1. 11th Dec.

EXECUTOR—EXECUTOR DE SON TORT—INTERMEDDLING WITH ASSETS OF DECEASED PERSON — COMPANY — TRANSFER OF SHARES TO FOREIGN EXECUTORS—LIABILITY OF COMPANY TO PAY PROBATE DUTY.

This was an appeal from the judgment of a Divisional Court (Wills and Grantham, JJ.) on the hearing of an information by the Attorney-General, claiming that the defendants had, by acting as executors *de son tort*, rendered themselves liable to the penalties and duties imposed by 55 Geo. 3, c. 184, s. 37, and 44 & 45 Vict. c. 12, s. 40. The defendant company, which was incorporated and registered in England, was formed for the purpose of acquiring, and did acquire, two businesses which had been carried on in New York. Henry Clausen, a person domiciled and resident in New York, was registered in the books of the company in London as the holder of preference shares, ordinary shares, and debentures of the nominal value of £42,210. He died on the 28th of December, 1893, and by his will he appointed two persons named Schmidt and Stocky, both of New York, his executors, and on the 19th of January, 1894, letters testamentary of Henry Clausen's estate were granted by the Surrogates Court of New York to Schmidt and Stocky. Article 44 of the articles of association of the company provided that any person becoming

entitled to a share in consequence of the death of a member might, on producing such evidence of title as the directors should require, be registered himself as a shareholder. Article 47 provided that a person entitled to a share by transmission should be entitled to receive and might give a discharge for any dividends, bonuses, or other moneys payable in respect of the share. Schmidt and Stocky, without taking out probate in this country, applied to the company to transfer Clausen's shares and debentures into their names. In order to raise the question which it was desired to raise in this case, the company transferred one share and one debenture into their names, and also paid them the dividends and interest due thereon. It appeared that this was done in accordance with an understanding with the Commissioners of Inland Revenue, and that the company were aware that Schmidt and Stocky had not taken out probate in this country, and did not intend to do so. The Divisional Court gave judgment against the claim of the Crown. The Crown appealed.

THE COURT (A. L. SMITH, RIGBY, and COLLINS, L.JJ.) allowed the appeal.

A. L. SMITH, L.J., said this was a test case brought to determine whether an English company could, upon the death of a foreign shareholder, with impunity transfer into the names of his foreign executors shares and debentures standing in the name of the deceased shareholder in the books of the company, and pay to such executors the arrears of interest and dividends due thereon at the date of his death without such executors taking out or being about to take out representation to the deceased in this country. The Solicitor-General had stated in this court that he did not now ask for penalties. If the foreign executors had come over to this country and obtained a transfer of the shares of their testator and payment of the dividends thereon without taking out or intending to take out probate in this country, they would have constituted themselves executors *de son tort*; and this would have been so although they did not personally come to this country. How then could the defendant company justify what they did at the request of these executors in administering the English assets of the deceased? Although it was clear that an executor might do many things connected with the estate of his testator before taking out probate, still, when either an executor had to justify what he had done as executor, or another had to justify what he had done at the request of an executor, each must prove that the executor was in fact the executor of the deceased, and this could only be done by production of the probate: see *Johnson* v. *Warwick* (17 C. B. 522). The American will, as regarded the English assets, had no validity in this country. This therefore was not the case of a debtor of a testator paying his debt to the executor named in the English will before the executor proved the will, but it was a case of payment made to a person who had no legal right to receive it, with knowledge that that person would never become legally entitled to receive it. Even without that knowledge the defendant company would have made themselves executors *de son tort*: *Sharland* v. *Mildon* (5 Hare 469) and *Hill* v. *Curtis* (L. R. 1 Eq. 90). It was clear that an executor *de son tort* was liable to pay probate duty on the assets of a testator which he administered. In his opinion it was open to the Attorney-General to file an information against the company, asking that it might be declared that a debt had arisen and become payable to Her Majesty in respect of the duty upon the amount of the English assets in this country at the date of the death of the deceased which the defendants had administered: *Attorney-General* v. *Dimond* (1 Cr. & J. 356), *Attorney-General* v. *Hope* (1 Cr. M. & R. 530), and *Attorney-General* v. *Brunning* (8 H. L. C. 243). And he thought that the defendant company were liable to pay the duty claimed upon the assets which they had administered in this country.

RIGBY, L.J., was of the same opinion. Duty was payable in respect of all the assets of a deceased person which were locally situate in England, and local assets included shares and debentures standing in the name of the deceased. Therefore, even if the dividends and interest were paid abroad, the payment would still be the act of the company whereby a *chose in action* of the company was dealt with so as to constitute the company executors *de son tort*.

COLLINS, L.J., concurred.—COUNSEL, *Sir R. E. Webster*, A.G., *Sir R. B. Finlay*, S.G., and *Vaughan Hawkins*; *Moulton*, Q.C., *Asquith*, Q.C., *Brunner*, and *Gore-Brown*. SOLICITORS, *Solicitor of Inland Revenue*; *Burn & Berridge*.

[Reported by F. G. RUCKER, Barrister-at-Law.]

DOMINION BREWERY CO. (LIM.) v. FOSTER. No. 2. 8th Dec.

PRACTICE—SECURITY FOR COSTS—LIMITED COMPANY PLAINTIFF—"SUFFICIENT SECURITY"—COMPANIES ACT, 1862 (25 & 26 VICT. C. 89), S. 69.

In this case one of the defendants appealed, by leave, from a decision of Kekewich, J., at chambers, refusing to order the plaintiff to give security for costs to a greater amount than £350, which sum had been directed by a previous order, and had been given. The appellant relied on the uncontradicted evidence of the managing clerk to the defendant's solicitor to the effect that the defendant's costs of the action, if it went to trial, would be not less than £1,000. It was not disputed that the case was one in which security ought to be given, and the only contest was as to the sum to be ordered. Section 69 of the Companies Act, 1862, enacts that where a limited company is plaintiff in any action "any judge having jurisdiction in the matter may, if it appears by any credible testimony that there is reason to believe that if the defendant be successful in his defence the assets of the company will be insufficient to pay his costs, require sufficient security to be given for such costs, and may stay all proceedings until such security is given. Kekewich, J., was of opinion that there was no hard and fast rule obliging him to give the sum mentioned in the evidence filed on behalf of the defendant, and he refused to increase the security.

THE COURT (LINDLEY, M.R., and CHITTY and VAUGHAN WILLIAMS, L.JJ.) varied the order and increased the security by £250, making the sum of £600 in all.

LINDLEY, M.R., said: This case turns upon the true construction of section 69 of the Companies Act, 1862, and the proper mode of applying it. It is obvious that as to a question of *quantum* such as this you cannot lay down any very accurate principle or rule. The only principle which, as it appears to me, can be said to apply to a case of the kind is this, that you must have regard, in deciding upon the amount of the security to be ordered, to the probable costs which the defendant will be put to, so far as can be ascertained. It would be absurd, of course, to take the estimate of the managing clerk to the defendant's solicitor, and give him just what he asks for. You must look, as fairly as you can, at the whole case, remembering, also, that the security given should be neither illusory nor oppressive. Here we think that in Foster's case the security ordered by Kekewich, J., ought to be increased by the sum of £250, which will make it up to the sum of £600 in all. You must take into account the chance of the case collapsing without coming to trial; and on the whole we think that the sum of £600 is a reasonable one, and is sufficient. The view we are taking is consistent with the case of *Imperial Bank of China, India, and Japan* v. *Bank of Hindustan, China, and Japan* (14 W. R. 811, 1 Ch. 437), which seems to be the only case on the construction of section 69. The costs here and below must be costs in the action.

CHITTY, L.J., said: Section 69 of the Companies Act, 1862, provides for an order for "sufficient security" for the defendant's costs. I really do not see how you can lay down any rule more useful than that, or any rule more precise. There must be some estimate made of what expenses the defendant will be put to, and the court has to take a reasonable view of all the circumstances, the nature of the suit, and any other matters that may properly be brought in. The court is certainly not bound to give the amount of security which the defendant, by his solicitors, says he thinks will probably be the amount of his costs. I entirely agree with what has been said by the Master of the Rolls as to the proper amount to be given. It seems to me that £600 is a reasonable amount in the circumstances of this case.

VAUGHAN WILLIAMS, L.J., concurred.—COUNSEL, *Macaskie*; *A. R. Kirby*. SOLICITORS, *Nicholson, Graham, & Graham*; *Norton, Rose, Norton, & Co.*

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

High Court—Queen's Bench Division.

THE WEST LONDON SYNDICATE (LIM.) (Appellants) v. THE COMMISSIONERS OF INLAND REVENUE (Respondents). Div Court. 14th and 15th Dec.

REVENUE—STAMP—AD VALOREM DUTY—CONSIDERATION FOR SALE—AGREEMENT FOR THE SALE OF THE WHOLE OF THE VENDOR'S INTEREST IN LICENSED PREMISES—GOODWILL—"LEGAL OR EQUITABLE TRANSFER"—STAMP ACT, 1891 (54 & 55 VICT. C. 39), SS. 13, 59 (1).

Case stated by the Commissioners of Inland Revenue pursuant to section 13 of the Stamp Act, 1891. On the 4th of January, 1897, an instrument was presented to them on behalf of the West London Syndicate (Limited), under section 12 of the Stamp Act, 1891, for their opinion as to what stamp duty the instrument was chargeable. It was dated the 19th of March, 1895, and was an agreement under seal for the sale by one Thorne to the syndicate of, firstly, the goodwill of the business of an hotel proprietor and licensed victualler carried on by the vendor at Fischer's Hotel, Bond-street, and the benefit of the licences, contracts, and privileges of the vendor; secondly, the lease of the hotel, subject to the yearly rent of £964; thirdly, furniture, fixtures, and fittings; and, fourthly, stock-in-trade and book debts. The consideration for the sale was the undertaking by the syndicate to pay £1,335 8s. 4d., trade debts of the vendor, and £4,250, of which latter sum £1,462 16s. 3d. was for stock-in-trade. In other words, the purchase consideration was the sum of £5,585 8s. 4d., including for lease and goodwill £4,085 8s. 4d. It was stated to the commissioners that it was impossible to sever the goodwill from the lease itself, because the goodwill ceased to be of value when severed from the lease, but that without a covenant restricting the vendor from carrying on business in the neighbourhood the lease would be of less value by £400. The material clause in the agreement was as follows: (6) "The leasehold premises hereby agreed to be sold, being only assignable with the consent of the landlords from whom the same are held, the vendor shall use his best endeavours to obtain the requisite consent for the assignment thereof to the syndicate or their assigns, and in the event of such consent not being obtained the vendor shall, at the option of the syndicate, execute a declaration of trust of the said leasehold premises in its favour." There had been no assignment of the leasehold premises, but a declaration of trust bearing date the 21st of March, 1895, had been executed by which the equitable interest in the leasehold premises became vested in the syndicate. The commissioners, having regard to sections 5 and 15 of the Stamp Act, 1891, were of opinion that inasmuch as neither the sum of £4,085 8s. 4d. nor any other part of the consideration money had been expressed by the declaration of trust to be apportioned to the leasehold premises so as to make that instrument chargeable according to its terms with *ad valorem* duty as a conveyance on sale, the whole amount of the sum paid to the vendor except the sum of £1,462 16s. 3d. apportioned as the consideration for taking over the stock-in-trade, was to be regarded as having been paid for the other property contracted to be sold under the agreement. They decided, therefore, that under section 59 (1) of the Stamp Act, 1891, the agreement was chargeable with *ad valorem* conveyance duty on the sum of £5,585 8s. 4d. less £1,462 16s. 3d. for furniture and stock-in-trade, making the net sum of £4,122 12s. 1d. On

this net sum the commissioners considered that an *ad valorem* duty amounting to £20 15s. was payable under the agreement, being an *ad valorem* duty of 5s. for every £50 thereof payable under the head of "Conveyance or Transfer on Sale" in the first schedule to the Stamp Act, 1891, and they also assessed the fixed duty of 10s. in respect of the agreement for the sale of the leasehold premises, furniture, and stock-in-trade. The instrument had since been stamped in accordance with the assessment. The commissioners, however, stated, at the request of the syndicate, this case, and the questions for the opinion of the court were: (1) Whether the instrument was chargeable with the *ad valorem* duty of £20 15s as being in fact a conveyance on sale of an equitable interest in land? (2) If not, with what amount of *ad valorem* duty it was chargeable, the contention of the syndicate being that it was only liable to a 10s. stamp and an *ad valorem* duty on the book debts, which amounted to less than £50. During the argument the following cases were cited by the appellants: *The Commissioners of Inland Revenue* v. *Glasgow and South-Western Railway Co.* (12 App. Cas. 315), *Angus' case* (23 Q. B. 579), *Commissioners of Inland Revenue* v. *Wale* (4 Ex. D. 271), *Potter* v. *Commissioners of Inland Revenue* (10 Ex. 147), and *Ex parte Punnett* (16 Ch. D. 226), where it was laid down that the goodwill of a public-house was not a personal goodwill, but on the sale of the house passed with it. [At the conclusion of the appellants' reply the Attorney-General claimed in right of the Crown to reply to the reply of the appellants in Revenue cases, and the court decided he had a right to be heard.]

The Court (Grantham and Channell, JJ.) allowed the appeal. In their opinion the commissioners were wrong in holding that the instrument was a contract for a conveyance on sale; it was not the real conveyance, but merely an agreement setting out what the parties intended to do in the future. There was an option given to the syndicate—the purchasers—who were at liberty to take, but were not bound to take, an equitable interest from the vendor, in the event of his failing to obtain from his landlords, as appeared to be the case, their consent for the assignment of his legal interest in the lease of the premises to the syndicate. Nor was it a contract by the vendor for the sale of any estate or interest in any property other than lands or goods within the exception provided in section 59 of the Stamp Act, 1891. Moreover, the parties had not treated the value of the goodwill and licences as an interest separate from the premises, although they had dealt with the goodwill in the instrument apart from the lease.—Counsel, *A. T. Lawrence*, Q.C., and *Spearman*; *Sir R. E. Webster*, A.G., and *Danckwerts*. Solicitors, *A. E. Griffiths*; *The Solicitor to Inland Revenue*.

[Reported by Erskine Reid, Barrister-at-Law.]

FANCETT *v.* **BIERMAN.** Div. Court. 16th Dec.

Pawnbroker—Unauthorized Person Pawns Property of Another—Order on Pawnbroker to Restore to Owner—Pawnbroker's Right to Prosecute Pawner—Metropolitan Police Courts Act, 1839 (2 & 3 Vict. c. 71), s. 40—Pawnbrokers Act, 1872 (35 & 36 Vict. c 93), s. 33.

Special case stated by J. Hanney, Esq., a stipendiary metropolitan magistrate. At the Marlborough-street police-court a complaint was was preferred by Thomas Fancett against Ann Bierman under section 33 of the Pawnbrokers Act, 1872, for that she had pawned with the appellants, J. B. Harrison and J. H. Caudell, pawnbrokers, a certain coat the property of one Joseph Lawrance without his authority to do so. The magistrate dismissed the summons. The facts were these: The informant Fancett was manager to the pawnbrokers, and on the 30th of November the woman came into their shop and pawned the coat in question for £1 1s. The evidence was that the coat had been given to the woman's husband by Lawrance to repair, and she had no authority to pledge it. The owner of the coat then summoned the pawnbrokers under section 40 of the Metropolitan Police Act, 1839, and they were ordered to hand the coat over to him. They then prosecuted the woman, but the magistrate considered that section 33 of the Pawnbrokers Act, 1872, did not give the pawnbroker power to proceed against the woman. That section is as follows: "If any person knowingly and designedly pawns with a pawnbroker anything being the property of another person, the pawner not being employed or authorized by the owner thereof to pawn the same, he shall be guilty of an offence against this Act and shall be liable on conviction thereof in a court of summary jurisdiction to forfeit any sum not exceeding £5, and in addition thereto any sum not exceeding the full value of the pledge as ascertained by the court." The question for the decision of the court was whether the magistrate was right in dismissing the summons on the ground that prosecutors were a party to the act complained of and had no right to give or withhold authority to the respondent to pledge the coat with them, and also that they were not the party injured by the wrongful pledging, but the person whose property the woman had pawned. Counsel for the appellants argued that the magistrate was wrong and that the person injured by the wrongful pawning was the pawnbroker. No one appeared to argue for the respondent.

The Court (Grantham and Channell, JJ.) decided that the appeal must be allowed. In their opinion the magistrate ought to have convicted the woman and imposed a fine sufficient, at least, to cover the amount which the pawnbrokers had advanced on the article, and that such amount should be repaid to the prosecutors. The case was accordingly remitted to the magistrate to convict.—Counsel, *Bucknill*, Q.C., and *C. L. Attenborough*. Solicitors, *Attenborough & Son*.

[Reported by Erskine Reid, Barrister-at-Law.]

ATTORNEY-GENERAL *v.* **EARL GREY.** Div. Court. 13th Dec.

Revenue—Estate Duty—Gift of Property—Reservation of Interest—Reservation of Power of Revocation—Finance Act, 1894 (57 & 58 Vict. c. 30), s. 2 (1) (*c*)—Customs and Inland Revenue Act, 1881 (44 Vict. c. 12), s. 38.

The question in this case was as to the liability of Earl Grey to pay estate duty upon estates which were at one time the property of the late Earl Grey, but which had been transferred to him during the lifetime of the late earl. By a deed dated the 19th of October, 1885, the late earl, who was then living, transferred to his nephew, Albert Henry George Grey, the present earl, his estates in Northumberland, including the mansion-house at Howick, subject to an annual rent-charge in favour of the late earl of £4,000, upon trust to permit the late earl to occupy and enjoy the mansion-house and appurtenances together with the furniture and effects therein as theretofore, and also upon the following trusts, to pay certain annuities; to pay certain mortgage debts and interest; to pay the rent-charge of £4,000 per annum; to keep up the mansion-house, gardens, &c.; to pay the funeral expenses and debts of the late earl; and not to dispose of certain farms, but to continue farming them as theretofore. It was further provided that the late Earl Grey should have power to revoke the deed in the event of the present Earl Grey dying in the lifetime of the late earl, or of any breach by the present Earl Grey of any covenant on his part. By a deed dated the 26th of September, 1894, the late earl, in consideration of £5,000, released to the present earl the rent-charge of £4,000, and further released the present earl from the power of revocation and from the covenant to pay the rent-charge of £4,000, as well as from all claims under the covenant not to dispose of certain farms. The late earl died on the 9th of October, 1894, and thereupon the present earl succeeded to the earldom. The net annual income of the property comprised in the deed of 1885, after deducting interest on incumbrances and other charges and the cost of management, is now and was before the date of the last-mentioned deed very considerably in excess of £4,000. The present Earl Grey paid duty only upon the value of the mansion-house of Howick and the effects therein. An information was laid claiming duty upon the value (less the value of incumbrances subsisting thereon) of the whole of the property comprised in the deed of the 19th of October, 1885. The duty was claimed under section 1 of the Finance Act, 1894 (57 & 58 Vict. c. 30) which grants a graduated duty upon all property which passes on the death of a deceased person. Section 2 provides that property passing on the death of the deceased shall include: "Property which would be required on the death of the deceased to be included in an account under section 38 of the Customs and Inland Revenue Act, 1881, as amended by section 11 of the Customs and Inland Revenue Act, 1889, if those sections were herein enacted and extended to real property as well as personal property, and the words 'voluntary' and 'voluntarily' and a reference to a 'volunteer' were omitted therefrom." Section 38 of the Customs and Inland Revenue Act, 1881 (44 Vict. c. 12), grants stamp duties on accounts delivered of personal or moveable property of the following, among other, descriptions: Sub-section (2) (*a*): "Any property taken as a *donatio mortis causâ* made by any person dying on or after the 1st day of June, 1881, or taken under a voluntary disposition, made by any person so dying, purporting to operate as an immediate gift *inter vivos* whether by way of transfer, delivery, declaration of trust, or otherwise, which shall not have been *bonâ fide* made three months before the death of the deceased," and (*c*) "Any property passing under any past or future voluntary settlement made by any person dying on or after such day by deed or any other instrument not taking effect as a will, whereby an interest in such property for life or any other period determinable by reference to death is reserved either expressly or by implication to the settlor, or whereby the settlor may have reserved to himself the right, by the exercise of any power, to restore to himself, or to reclaim the absolute interest in such property." The Customs and Inland Revenue Act, 1889 (52 Vict. c. 7), s. 11, amends section 38 (2) and provides: "The description of property marked (*a*) shall be read as if the word "twelve" were substituted for the word "three" therein, and the said description of property shall include property taken under any gift, whenever made, of which property *bonâ fide* possession and enjoyment shall not have been assumed by the donee immediately upon the gift and thenceforward retained, to the entire exclusion of the donor, or of any benefit to him by contract or otherwise." On behalf of the Crown it was contended that duty was payable in respect of the property on the grounds that (1) *bonâ fide* possession of the property was not assumed to the entire exclusion of the donor, (2) that an express interest was reserved to the donor, and (3) that the deed reserved an express power of revocation to the donor. *Attorney-General* v. *Worrall* (1895, 1 Q. B. 99) was cited. It was further contended that the deed of 1894 did not affect the question, because it could not alter the effect of the deed of 1885, and if taken to operate as a gift by itself, it was made too late. It was contended on behalf of the respondent that the reservation of a small income out of a large property would not render the whole property liable to duty, nor would the reservation of the use of the mansion-house. The respondent was only liable to pay duty to the extent to which a benefit was reserved to the late Earl Grey. The power of revocation, it was contended, being only a limited power, was not one of those contemplated by section 38.

The Court (Grantham and Channell, JJ.) gave judgment in favour of the Crown, upon the grounds that an interest was reserved to the late Earl Grey in the entirety of the property, and that a power of revocation was likewise reserved.

Channell, J., was inclined to think that if the interest had been reserved on a portion of the property only, section 38 (2) (*c*) would not have applied, because "such property" in that section could not be taken to refer to a portion of the property.—Counsel, *Sir R. E. Webster*, A.G., *Sir R. B. Finlay*, S.G., and *Danckwerts*; *Cozens-Hardy*, Q.C., and *Bremner*. Solicitors, *Solicitor for Inland Revenue*; *E. Flux & Leadbitter*.

[Reported by C. G. Wilkraham, Barrister-at-Law.]

REG. v. COX. C. C. R. 11th Dec.

CRIMINAL LAW—CRUELTY TO CHILDREN—PROOF OF AGE—PREVENTION OF CRUELTY TO CHILDREN ACT, 1894 (57 & 58 VICT. c. 41).

Case stated by the chairman of the Worcestershire Quarter Sessions. The prisoner was convicted under the Prevention of Cruelty to Children Act, 1894, of having wilfully neglected certain children under the age of sixteen years of whom he had the custody or charge. The opinion of the court was asked upon several points, but the only question calling for a report was that relating to the sufficiency of the evidence as to the age of the children. An officer of the Society for the Prevention of Cruelty to Children gave evidence that he had seen the children and stated what he believed to be their respective ages, all being under sixteen. A constable confirmed this evidence. The mistress of a public elementary school gave evidence that the eldest childfen attended the school and that she believed they were within the statutory age limit for such schools. The youngest child, a baby in arms, was in court; the other children were not produced. It was submitted on behalf of the prisoner that there was no evidence of the age of the children except the youngest child. Section 17 of the Prevention of Cruelty to Children Act, 1894, provides that "in respect of a child who is alleged in the charge or indictment to be under any specified age and the child appears to the court to be under that age, such child shall for the purposes of this Act be deemed to be under that age unless the contrary is proved.

THE COURT (Lord RUSSELL OF KILLOWEN, C.J., and HAWKINS, MATHEW, GRANTHAM, and DARLING, JJ.) upheld the conviction.

Lord RUSSELL OF KILLOWEN, C.J.—It is said that the only proper evidence of the age of the children was certificates of their births combined with proof of identity. But the ages of the children may be proved by any lawful evidence. It is impossible to say that the evidence given was not evidence proper to be received. As to the age of the parents, the mere statement of the point is an answer to it: the person charged was in the dock and the jury had an opportunity of seeing her for themselves. Conviction affirmed.—COUNSEL, *Stamford Hutton; Clarke Hall.* SOLICITORS, *Clarke & Blundell; W. Morton Phillips*, for *Coleman & Whiteley*, Redditch.

[Reported by T. R. C. DILL, Barrister-at-Law.]

REG. v. JUSTICES OF THE WEST RIDING OF YORKSHIRE.
Div. Court. 20th Nov.

LICENSING ACTS—LICENCE—INN—HOUSE PULLED DOWN—APPLICATION FOR TRANSFER OF LICENCE—JURISDICTION OF JUSTICES—9 GEO. 4 c. 61, SEC. 14.

In this case a rule *nisi* had been obtained calling upon the justices of the West Riding of Yorkshire to shew cause why a writ of *mandamus* should not issue directing them to hear and determine at quarter sessions an appeal by one S. H. Shaw against the refusal of the justices at the special session for the transfer of licences for the borough of Halifax, to grant him, under the provisions of section 14 of the Intoxicating Liquor Licensing Act, 1828, a transfer of the licence to sell by retail excisable liquors to be drunk or consumed on the premises known as the Peacock Inn, which had been pulled down for public improvements, to another fit and convenient house intended to be opened and kept by him as an inn in the same street. The facts as contained in the affidavits were that a Mrs. Toole had been for several years previous to, and was on 30th November, 1894, the licensee of the said house. On 30th November, Mrs. Toole, being about to quit the premises, Shaw, who had become the tenant thereof, although he was never in actual possession of or paid rent for the house, applied at the petty sessions for authority to carry on the business. This authority was granted, and continued in force until the 1st of February, 1895, when Shaw applied to the justices at the special session for a licence. This was granted, and continued in force until the 10th of October, 1895. The Peacock Inn was pulled down for the aforesaid purposes in December, 1894. The general Licensing Meeting was held on the 23rd of August, 1895, and prior to that date Shaw received notice of objection. He agreed with the objectors that the matter should be adjourned until the 27th of September, the date of the adjourned Annual Licensing Meeting. No application was made at that meeting for the renewal of the licence in respect of the Peacock Inn; but it was stated that an application would subsequently be made on Shaw's behalf at the special sessions for the grant of a licence to another house. Notices under the Intoxicating Liquor Licensing Act, 1828, and the Licensing Act, 1872, were duly given of Shaw's intention to apply under Section 14 of the former Act at the special session for a transfer of the licence from the Peacock Inn to another inn. At the special session held on the 29th of July, 1896, the said application was made, when it was opposed on the ground that a licence was not required in the locality, and the justices refused the application. Shaw then appealed to the quarter sessions at Wakefield on the 19th of October, 1896, when it was objected that no appeal lay to the said court on the ground that the application made on the 29th of July, and refused by the justices, was an application for a new licence. The court of quarter sessions being of opinion that the objection was a good one, dismissed the appeal. Shaw then obtained the above rule.

THE COURT (MATHEW and KENNEDY, JJ.) having taken time to consider their judgment, dismissed the appeal.

MATHEW, J., after stating the facts, said that the granting of a licence to Shaw on the 1st of February, 1895, was a mere fiction, as the Peacock Inn had then ceased to exist. On the 26th of July, 1896, the application under section 14 of the Act of 1828 was made on behalf of Shaw. That section provides that "if any house, being kept as an inn by any person duly licensed" under that Act "shall be, or be about to be pulled down or occupied under the provisions of any Act for the improvement of the highways or for any other public purpose . . . . it shall be lawful for the justices . . . . to grant to the person whose house shall, as aforesaid, have been or shall be about to be pulled down or occupied for the improvement of the highways or for any other public purpose . . . and who shall open and keep as an inn, some other fit and convenient house, a licence to sell excisable liquors by retail, to be drunk or consumed therein." This section is an extension of section 4, and is to be read with it. Section 4 provides for the holding of special sessions, for transferring licences, and authorises justices thereat "to licence such persons intending to keep inns, theretofore kept by other persons being about to remove from such inns as they, the said justices, shall . . . . deem fit and proper persons . . . ." Shaw was never a licensed person within this Act, and his application was really an application for a new licence.

KENNEDY, J.—The essential point here is whether this was an application under section 14 so that an appeal would lie. I am not satisfied that Shaw ever actually occupied the premises known as the Peacock Inn, but even if he did, he never occupied them within the meaning of the Act. In order to come under section 14 the house must be kept by the same person who applies for the transfer. The applicant must be the licensed holder of the premises at the time they were pulled down. Shaw fails to bring himself within the meaning of the words in that section, and therefore his appeal must be dismissed. Appeal dismissed with costs. A discussion then arose as to whether the justices were now entitled to their costs, and the Court, in view of the judgment of Lord Herschell in *Boulter* v. *Justices of Kent* (1897, A. C. 556) which case overrules *Reg.* v. *Justices of Glamorganshire* (40 W. R. 436; 1892, 1 Q. B. 621), decided to reserve this point for further consideration. —COUNSEL, *Lawson Walton*, Q.C., and *T. P. Perks; J. Ruskill; Kershaw*, Q.C., and *Montgommery.* SOLICITORS, *Williamson, Hill, & Co.*, for *Walsham*, Halifax; *Baderam & Williams* for *Trevor Edwards*, Wakefield; *J. R. Hall*, for *Keighley Walton*, Halifax.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

Bankruptcy Cases.

Re **PIERS.** *Ex parte* **PIERS** *v.* **READ.** Wright, J. 18th Dec.

BANKRUPTCY—PROOF—AMENDMENT—SECURED CREDITOR—OMISSION TO VALUE OWING TO INADVERTENCE—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), SCHEDULE 1, R. 10.

In this case C. P. Piers, the assignee of Turnbull, a secured creditor, applied for leave to amend his proof by valuing his security at the full amount of the debt proved for, instead of valuing it at *nil*. The ground of his application was that his assignor had been led by false information to value his security at *nil*. The application was opposed by Read, another creditor, on the ground that Turnbull had not omitted to value his security "from inadvertence" within rule 10 of Schedule 1 of the Bankruptcy Act, 1883, which is as follows: "For the purpose of voting a secured creditor shall, unless he surrender his security, state in his proof the particulars of his security, the date when it was given, and the value at which he assesses it, and shall be entitled to vote only in respect of the balance (if any) due to him after deducting the value of his security. If he votes in respect of his whole debt, he shall be deemed to have surrendered his security, unless the court on application is satisfied that the omission to value the security has arisen from inadvertence." In this case Turnbull had in fact voted at a meeting of creditors in respect of the full amount of his debt. The application was also opposed by a group of creditors for an aggregate sum of £2,000, on the ground that Turnbull had surrendered his security by voting for the full amount of his debt, and had nothing to assign to Piers, who, therefore, had no *locus standi*.

WRIGHT, J., said that he thought he could override the second point because Turnbull still had his debt which he could assign to Piers, but on the point of "inadvertence" he decided against the applicant. He observed that "inadvertence" was a peculiar and unusual word to find in an Act of Parliament, and that he could not construe it contrary to its true signification, which is the opposite of deliberate election—that is to say, that the creditor never meant to do what he really did. In this case he had elected to value his security at *nil*, and could not be allowed to amend. Application refused.—COUNSEL, *McIntyre; Herbert Reed*, Q.C., and *Nepean; Kent.* SOLICITORS, *W. Eley; Thomas Edward; Robert Kent.*

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Solicitors' Cases.

LEWIS AND ANOTHER *v.* **BURRELL.** Div. Court. 16th Dec.

COUNTY COURT—PRACTICE—"STATUTORY DEFENCE"—SOLICITORS' BILL OF COSTS—SOLICITORS' ACT (6 & 7 VICT. c. 73), s. 37—COUNTY COURT RULES, 1889, ORD. 10., RR. 10 AND 18.

Appeal by the plaintiffs from a decision of His Honour Collier, J., sitting at the county court of Liverpool. The action was brought by a firm of solicitors carrying on business at Liverpool to recover their bill of costs. At the hearing of the case the point was taken by the defendant that no properly signed bill of costs had been delivered. The plaintiffs, in answer to the objection, said that the defence set up was a statutory defence of which notice must be given in accordance with the County Court Rules, and that, as no such notice had been given by the defendant, it could not be then raised against their claim. The county court judge decided in favour of the defendant and non-suited the plaintiffs. Counsel in support of the appeal stated the facts thus: The plaintiffs delivered their bill of costs for £11 to the defendant for payment. The defendant raised no objection at the time that the items were not

separately set out in the bill, but refused to pay it on the ground that he had not authorized a "retainer." The action was then brought in the county court to fight only the question of a retainer or no retainer, and the defendant raised at the hearing the statutory defence that the bill as delivered was not a good signed bill of costs under section 37 of the Solicitors Act, 1843. To that the plaintiffs replied that the defendant could not plead such a statutory defence because, by order 10 of the County Court Rules, 1889, notice must be served on the other side, which the defendant had failed to do. Section 37 of the Act of 1843 enacts that no attorney or solicitor shall commence or maintain any action for the recovery of any fees until the expiration of one month after he shall have delivered a signed bill of such charges to the defendant. Ord. 10, r. 10, of the County Court Rules, 1889, is as follows: "Where the defendant intends to rely upon any of the grounds of defence mentioned in rule 18 . . . he shall file a notice stating thereon his name and address together with a concise statement of such ground five clear days before the return day . . . provided that in case of non-compliance with this and the above-mentioned rule and of the plaintiff not consenting at the trial to permit the defendant to avail himself of such defences, the judge may, on such terms as he thinks fit, adjourn the trial of the action to enable the defendant to give such notice." Rule 18 (*a*) (*b*) of the same order directs that where in any action the defendant relies upon any statutory defence or any defence of which he is required by any statute to give notice he shall in his statement set forth the year, chapter, and section of the statute or the short title thereof and the principal matter upon which he relies." There was no case decided under the Solicitors Act, 1843, in which the question whether such notice of a statutory defence must be given; but there were four cases reported where it had been so decided under other statutes. Of these the most recent was that of *Conroy* v. *Peacock* (1897, 2 Q. B. 6), a case under the Employers' Liability Act. On these authorities counsel submitted the learned judge was wrong, and that a statutory defence under the Solicitors Act could only be pleaded if proper notice were given; that the bill of costs in the absence of this statutory defence being pleaded was a good signed bill. [GRANTHAM, J.—If the defendant had given the statutory notice, the plaintiff would have taken care not to have gone on with his action until he had delivered an amended bill. I doubt if he could in any event have maintained his action on a bill setting out his costs in a lump sum. Why was not the case adjourned to enable the defendant to give notice of the statutory defence he relied on?] The defendant did not ask for any adjournment, and he must be taken to have waived his right to ask for one under ord. 10, r. 10. The plaintiffs were fully prepared to argue the point, and therefore the verdict of a non-suit was wrong, and ought to be set aside and the costs of the day paid to the defendant returned to the plaintiffs. Counsel for the respondent contended that the judgment appealed from was right. The question before the county court judge was whether the bill was a good signed bill. The question was discussed, and he held it was not, and that upon such a bill the plaintiffs had no claim. The Act said that no action to recover costs should be brought until a properly signed bill had been delivered to the defendant. No proper bill had been delivered, and the action was wrong in the inception. The judgment of a non-suit with costs was the only judgment that could properly have been given. [CHANNELL, J.—It seems to me that the statutory notice not having been given the judge ought to have directed an adjournment.]

THE COURT (GRANTHAM and CHANNELL, JJ.) ordered a new trial.

GRANTHAM, J., said: The solicitors were very properly not asking for judgment, but only for a new trial. That might have been saved if the judge had adjourned the case. As it was, there was nothing for it but to direct a new trial and have the matter gone into *de novo*. It was clear that the statutory defence could not be pleaded unless proper notice had been given to the other side. The appeal must be allowed, and the plaintiffs would have the costs of the appeal in any event, but the question of the costs already incurred rested with the county court judge. The question of the costs below had not been raised in the notice of motion. The costs of the new trial must abide the result.

CHANNELL, J., concurred.

COUNSEL, *Bryn Roberts; J. D. Crawford.* SOLICITORS, *Lloyd-George, Roberts, & Co.*, for *Lewis & Davies*, Liverpool; *H. F. Neale*, for *Tudor Jones & Jones*, Liverpool.

[Reported by ERSKINE REID, Barrister-at-Law.]

THE LAND TRANSFER ACT, 1897.

Report of the Law Committee, submitted to and approved by the vestry of the parish of Chelsea on the 21st of December, 1897.

1. Reporting that they have considered the letter from the clerk, London County Council, dated the 25th of November, referring to the Land Transfer Act, 1897, under section 20 of which Act power is given to her Majesty by Order in Council to declare, as respects any county or part of a county that, after a specified day, registration of title to land is to be compulsory on sale, and thereupon a person shall not under any conveyance on sale, executed on or after the day specified, acquire the legal estate in any freehold land in that county or part of a county unless or until he is registered as proprietor of the land; stating that the council have received from the Privy Council a letter, dated the 19th of November, giving notice, pursuant to section 20, sub-section (5) of the Act, that it is proposed to make an order under that section, applying part 3 of the Act to the county of London, and stating that it is intended that the existing Land Registry in Lincoln's-inn-fields shall be the place where the registry shall be established, together with such other places as may be thought proper, having regard to the convenience of the districts to be affected by the order; stating further that, as the question of applying the Act to London is a very important matter, the council would be glad, before coming to a decision thereon, to have the views of those bodies in the county who are specially interested; and asking the vestry to be good enough, should they so desire, to furnish the council with their views on the subject.

In connection with this communication, the committee have considered the letter from the vestry of Kensington, dated the 2nd of December, forwarding copy of a report by their law and parliamentary committee, relative to the Land Transfer Act, 1897, and stating that they have informed the London County Council that they do not approve of registration of title being made compulsory in the county of London, and have expressed a hope that the council will take steps to prevent the application of the provisions of the Act to the county.

The committee have also had before them a letter from the assistant registrar of the land registry, dated the 7th of December, forwarding statements of the methods and results of the registration of titles to land in this and other countries.

2. It will readily be admitted that the subject of the registration of titles to land is one of great importance to the community, and, no doubt, theoretically there is much to be said in favour of such a system.

3. The committee, however, consider that there are serious practical objections to the introduction of a compulsory system of registration, inasmuch as it must lead to unnecessary delay and increased expense—more especially in the case of small purchases—arising from payment of fees, preparation of maps, and attendances at the land registry, and will thereby tend to diminish transactions in land. Moreover, it is the supercession of an old and well-tried system by what may be termed an untried, and, as regards this country at all events, a purely experimental method. Since the passing of the Conveyancing Acts of 1881 and 1882 transfers of land can be, and as a rule are, carried out with dispatch, and, in view of the legal responsibility involved, at moderate cost.

4. Complications are also likely to arise on the sale more particularly of portions of building estates, which would involve a fresh registration of each portion sold.

5. As regards the registration of what is called a "possessory title," this seems likely to cause unnecessary doubts to arise as to the legal validity and sufficiency of a landowner's title to his holding, and would probably operate in such a manner as to depreciate its value. Although the Act itself refers specifically to freeholds, power is reserved for extending its provisions to leaseholds by means of rules.

6. Compulsory registration would, the committee submit, materially increase the cost of transfer in the case of properties purchased through building and land societies, many of whom, at the present time, grant free conveyances to their purchasers.

7. The committee would also point out that if the provisions of the Act are to be carried out successfully in London, a considerable addition would have to be made to the staff at the Land Registry Office in Lincoln's-inn-fields, and that it would be difficult to put an end to the system (if commenced), in the event of the experiment proving a failure. The consequence would be that the fees would have to be materially increased, or the deficiency made up by the tax-payer.

8. It must not be supposed that under the proposed system any increase of security would necessarily be given to landowners. On the contrary, it appears from the report of a case before the Privy Council, so recently as the year 1891, that the owner of a registered charge in the colony of Victoria, not only lost his charge but obtained no compensation, and in Austria, under the register system, according to the report of Mr. Brickdale, the assistant registrar of the Land Registry, there were 1,500 cases of fraud during the twenty years from 1850 to 1870.

9. There is a system of registry of deeds in the county of Middlesex, but it is not pretended, on that account, that property in Middlesex is worth more than property of a similar class, say, in Surrey by reason of the mere registration of the deeds.

10. It ought to be mentioned that the country at large is open to the application of the new method for experiment. The order for compulsory registration is only to be put in force where not objected to by the county council. From this it will be seen that the proposal is only a tentative one, and in fact, the Legislature itself seems almost to have doubted whether or not the mischief of the proposed system could only be bounded by the narrowness of its operation.

11. Under these circumstances, and in view of the varied interests and the large number of properties which would be affected, and of the great uncertainty which exists as to the effect of the new system, it seems to the committee undesirable that such a doubtful experiment should first be tried in the county of London, where the pecuniary interests at stake far transcend those which would be involved in the event of an application of the Act being first extended to some other locality or county.

12. If it were attempted to deal only with a district of the county of London, the committee are of opinion that, should failure ensue, considerable confusion would arise from one portion of the county being singled out for treatment differing from the other portions.

13. Apart altogether from the merits or demerits of the system, it naturally occurs to the committee to suggest that the experiment should in the first instance, at least, be made in a district where, if failure does result, it will cause as little injury, expense, and confusion as possible.

The committee, therefore,

Recommend that the London County Council be informed that the vestry are of opinion that the county of London is not a suitable area in which the first experiment of compulsory registration of land title should be tried.

T. HOLLAND, Vestry Clerk.

LEGAL NEWS.

OBITUARY.

Sir FRANK LOCKWOOD, Q.C., died at his residence, 24, Lennox-gardens, at half-past two on Sunday afternoon. He had been suffering from influenza for some weeks past. He was the son of Mr. Charles Day Lockwood, of Doncaster, and was educated at Caius College, Cambridge. He was a pupil of Mr. J. W. Mellor, and was called to the bar in 1872; became a Queen's Counsel in 1882, and, curiously enough, was included in the same "batch of silks" with Sir R. T. Reid, afterwards his colleague as law officer. After he became a Queen's Counsel his practice rapidly increased, and he ultimately obtained the position of one of the leading advocates of the day. He was one of the counsel who appeared before the Parnell Commission, but took a very small part in the proceedings. In 1885 he was elected member for the City of York, and held that position till his death. In October, 1894, he was appointed Solicitor-General upon Sir J. Rigby's elevation to the bench, and was knighted upon his appointment. Last year he visited the United States in company with the Lord Chief Justice.

APPOINTMENTS.

Mr. RICHARD MARRACK, Mr. JAMES WILLIAMS, and Mr. JAMES S. GREEN, Barristers-at-Law, have been re-appointed members of the Board of Examiners established by the four Inns of Court under rule 4 of the "Consolidated Regulations."

Mr. LIONEL HORTON-SMITH has been appointed as a new Member of the above-mentioned Board.

Mr. WILLIAM PINDER EVERSLEY, barrister, has been appointed Recorder of Sudbury, in the place of the Hon. John de Grey, resigned.

Mr. THOMAS SPOONER SODEN, barrister, has been appointed Recorder of Grantham in the place of Mr. Edmund Lumley, resigned.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

STEPHEN DONNE and ABRAHAM FAY WILLIAMS, solicitors, Oswestry (Donne & Williams). Nov. 1. The said Abraham Fay Williams will henceforth carry on the said business alone under the same style. [*Gazette*, Dec. 21.

INFORMATION WANTED.

CHARLES WILLIAM CORNMELL.—If any solicitor or other person should have prepared and now have the custody of the will of the late Charles William Cornmell, late of Lloyds, and 4, Eldon-road, Kensington, in the county of London, insurance broker, deceased, he will oblige by communicating with either of the undersigned. All proper legal and other expenses will be paid by the surviving brother, Mr. Richard Budd Cornmell, and his sister, Mrs. Annie Maria Budd. Dated the 21st of December, 1897. Robert T. Wragg, 11, Gt. St. Helen's, Bishopsgate, E.C., solicitor for the said R. B. Cornmell; Stone, King, & Co., 12, New-court, Lincoln's-inn, and Bath, solicitors for Mrs. A. M. Budd.

GENERAL.

It has been arranged that Mr. Justice Grantham shall take the South-Eastern Circuit in place of Mr. Justice Wright, who will remain in town for the purpose of disposing of companies winding up and bankruptcy business, and sitting with the Railway and Canal Commission.

Mr. Justice Wright, after consultation with the members of the bar present in court, has announced that he intends to devote Wednesdays to company business as at present, Mondays to bankruptcy, and Saturdays to the remanets from both classes of business.

At the assizes at Birmingham, on the 15th inst., before Mr. Justice Wills, Hubert James Smart was charged in the first count of an indictment with feloniously shooting at Robert Jeffery Parr, solicitor, on the 9th of September last, with intent to kill him, and in a second count with attempting to discharge a pistol at Mr. Parr with intent to kill him. The jury found the prisoner guilty of shooting with intent to kill, and the judge passed sentence of twelve years' penal servitude.

The judges (Bigham and Darling, JJ.) have fixed the following commission days for the winter assizes on the Western Circuit—viz., Devizes, Tuesday, the 11th of January; Dorchester, Saturday, the 15th of January; Taunton, Wednesday, the 19th of January; Bodmin, Tuesday, the 25th of January; Exeter, Tuesday, the 1st of February; Winchester, Monday, the 7th of February; Bristol, Monday, the 14th of February. Darling, J., will not join the circuit until Exeter is reached.

The following is the rota arranged by the judges of the Queen's Bench Division for the ensuing Hilary sittings: The Lord Chief Justice and Mathew, Day, Grantham, Lawrance, Bruce, and Darling, JJ., will be the judges who will sit to form Divisional Courts; Hawkins, Wills, Wright, Kennedy, Ridley, Bigham, and Channell, JJ., will proceed with the hearing of actions, while Phillimore, J., will be the judge in attendance at chambers. This order, however, will have to be modified from time to time as the judges leave town for their respective circuits.

On rising for the Christmas Vacation on Tuesday, Mr. Justice Stirling said that he could not take leave of the bar at the close of these sittings without alluding to the great loss which the court was about to sustain by the retirement of Mr. Graham Hastings. Throughout the whole of the period during which his lordship had sat as a judge in that court—a period of eleven years—he had received the most valuable assistance from Mr. Hastings, always rendered with unfailing courtesy and kindness. His lordship was sure that all who knew the learned counsel would unite in wishing him many years of health in which to enjoy the well-merited repose he now sought. His lordship, who was visibly affected while making these remarks, quitted the court directly he had concluded them.

The following are the arrangements made for hearing probate and matrimonial cases during the ensuing Hilary law sittings. Undefended matrimonial cases will be taken on Tuesday and Wednesday, the 11th and 12th of January, and on each Monday during the sittings after the motions. Special jury cases will be taken on and after Thursday, the 13th of January, until finished. Probate and defended matrimonial causes for hearing before the court itself will be taken after the special juries are finished, and will also be taken in Court II. after the 13th of January when Admiralty cases are not appointed to be heard. Common jury cases will be taken on and after Thursday, the 17th of February. Probate and matrimonial causes will be put into one list and will be taken in the order in which they are set down. Divisional courts will be formed to sit on Tuesdays, the 1st of March and 5th of April. Supplemental lists will be published from time to time, and three days' notice will be given when such lists will be proceeded with. Motions will be heard in court on Monday, the 17th of January, at 11 o'clock, and on every succeeding Monday during the sittings, and summonses before the judge will be heard at 10.30 on Saturday, the 15th of January, and every succeeding Saturday during the sittings.

The papers are full of stories of the late Sir Frank Lockwood. The *Daily Telegraph* says that his first appearance in the Chancery Division occasioned much surprise to the learned judge who was presiding. "What brings you here, Mr. Lockwood?" he said. Nothing abashed by so unfamiliar a question, Sir Frank looked at the outside of his brief, and replied in a matter-of-fact way, "Three and one, my lord, merely three and one," alluding, of course, to the number of guineas marked on his brief as regards the first amount, and the smaller sum having reference to the conference fee. After successfully defending a prisoner in the Criminal Court, who had put forward a very satisfactory alibi, Sir Frank went for a walk in the circuit town, and during his perambulations he met the judge who had presided. Addressing him, the learned judge said, "Well, Lockwood, that was a very good alibi." "Yes, my lord," was the answer, "I had three offered me, and I think I selected the best." Unlike many persons whose "impromptus" require apparently a long period of incubation, Sir Frank Lockwood's genius was essentially ready to the occasion. A good sample of this faculty is afforded in connection with a case where a director of some doubtful company was being cross-examined. He was giving evidence bearing upon a rather shady history, when Sir Frank put the question to the promoting director, "Now, tell me, sir, when did you first determine to float this company?" "Float this company," asked the witness, with some surprise, "I don't know what you mean by 'floating' the company." "Very well, then," replied Sir Frank, "I will make my meaning perfectly clear. By floating the company I refer to the operation which almost invariably precedes the sinking of a company. Do you understand me now?" This illustration evidently impressed the witness sufficiently, and during the remainder of his evidence he was disconcerted to such a degree that he fell an easy victim to the skill of the experienced lawyer. The *St. James's Gazette* adds that Sir Frank was fond of telling stories against himself. "I was defending a man at York once who was accused of stealing cattle—'beasts' they call them up there. I said to a witness, 'Now, my man, you say you saw so-and-so; how far can you see a beast to know it?' 'Just as far off as I am from you,' he replied instantly, amidst roars of laughter all over the court." Once he went to a religious meeting at which Judge Waddy, a circuit friend, was speaking. Mr. Waddy thought the visitor looked cynical, and turned the tables by saying, "Now, my dear friends, Brother Lockwood will lead us in a hymn."

WINDING UP NOTICES.

London Gazette.—FRIDAY, Dec. 17.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH CYCLE MANUFACTURING CO, LIMITED—Peta for winding up, presented Dec 14, directed to be heard on Jan 12. Ward & Co, 7, King st, Cheapside, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 11

DRAPERY WORLD, LIMITED—Creditors are required, on or before Jan 10, to send their names and addresses, and the particulars of their debts or claims, to William Hardy King, 13 and 14, Basinghall st

GLOBE REFINING Co, LIMITED—Creditors are required, on or before Jan 17, to send their names and addresses, and the particulars of their debts or claims, to Mr Charles Arthur Tricks, Nicholas st, Bristol. Dixon & Dixon, Bristol, solors to liquidator

JOHN HEYS & Co, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to John T. Heys, c/o Messrs Haworth & Broughton, 5, Union st, Accrington

SHEEN HOUSE CYCLING CLUB, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to William Henry Davis, Howard House, Arundel st, Strand. Rowe & Maw, Norfolk st, Strand, solors to liquidator

SOUTH KENSINGTON AND CHELSEA CYCLE SUPPLY AND INSTRUCTION Co, LIMITED—Creditors are required, on or before Jan 15, to send their names and addresses, together with full particulars of their debts or claims, to Henry George Wheeler, 147A, Fulham rd

STEAMSHIP "LANDORE" Co, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to E. W. Crosbie Oates, 8, Cook st, Liverpool

FRIENDLY SOCIETY DISSOLVED.

WORKMAN'S HOPE FRIENDLY SOCIETY, Swan Inn, Lye Waste, Oldwinsford, Worcester. Dec 1

London Gazette.—TUESDAY, Dec. 21.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

EQUITABLE INVESTMENT Co, LIMITED—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts and claims, to Mr Walter C. Lewis, 3, Warwick ct, Gray's inn. Lewis, 14, South sq, Gray's inn, solor to liquidator

GEORGE HOPKINS, LIMITED (VOLUNTARY LIQUIDATION)—Creditors are required, on or before Jan 21, to send their names and addresses, and the particulars of their debts or claims, to C. E. Dovey, 31, Queen st, Cardiff

INTERNATIONAL FIBRE CHAMOIS Co, LIMITED—Petn for winding up, presented Dec 15, directed to be heard on Jan 12. W. H. Court, 69, Aldersgate st, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 11

ROBINSON & PRICE, LIMITED (THE OLD COMPANY)—Creditors are required, on or before Feb 11, to send their names and addresses, and the particulars of their debts or claims, to George Barker Mercer, 38, Chatham st, Liverpool. Mackay, Liverpool, solor for liquidator

ROODEPOORT DEEP LEVEL GOLD MINING Co, LIMITED—Creditors are required, on or before Feb 21, to send their names and addresses, and the particulars of their debts or claims, to William Slingsby Ogle, 90, Cannon st. Hicks & Co, 13, Old Jewry chbrs, solors for liquidator

FRIENDLY SOCIETIES DISSOLVED.

HERNE HILL AND BRIXTON COAL CO-OPERATIVE ASSOCIATION, LIMITED, 231, Railton rd, Herne Hill (at its request). Dec 15

KEEVIL PROVIDENT SOCIETY, Rose and Crown Inn, Keevil, Wilts. Dec 15

MARKET DEEPING DISTRICT A. O. FORESTERS, White Horse Inn, Market Deeping, Lincoln (at its request). Dec 15

WALDRINGFIELD FRIENDLY SOCIETY, Schoolrooms, Waldringfield, Woodbridge, Suffolk. Dec 15

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 10.

GREEN, WILLIAM ALFRED, Wolverhampton Jan 18 Prentis v Green, Byrne, J Diggles & Ogden, Manchester

STACK, JAMES, Tranmere, Chester, Printer Jan 11 Stack v Stack, Registrar, Liverpool Johnson, Liverpool

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 10.

BARNS, THOMAS ILOTT, Hilderstone, nr Stone, Stafford Jan 10 Satchell & Chapple, Queen st, Cheapside

BATH, THOMAS INGLEDEW, Edmonton Jan 18 Parker, Monument sq chmbrs

BINCH, WALTER, Nottingham Jan 1 Burton & Briggs, Nottingham

BIRRELL, CAROLINE, Deal, Kent Jan 31 Minet & Co, King William st

BLAKEY, WILLIAM, Buslingthorpe, nr Leeds, Wheelwright Jan 20 Bailey, Leeds

BOAM, WILLIAM, Kegworth, Leicester, Licensed Victualler Jan 1 Wells & Hind, Nottingham

BOYLE, WILLIAM HENRY DAVID, Chelsea Feb 1 F C Mathews & Co, Cannon st

BROWN, HENRY, Leicester Dec 21 Bulman, Leicester

CAIRNS, ROBERT, Wallsend, Northumberland, Innkeeper Jan 10 Stanton & Atkinson, Newcastle upon Tyne

CAMERON, JOHN, Finsbury, Fancy Printer Jan 30 Brook, South sq, Gray's inn

CONGDON, WILLIAM FREDERICK, South Austell, Cornwall Jan 1 Coode & Co, St Austell

DALKIN, SARAH, Scarborough Jan 10 Jennings, Bishop Auckland

DAVIS, URIAH JAMES, Painswick, Gloucester Jan 31 Bretherton & Co, Gloucester

DEWICK, JAMES THOMAS, Leicester Jan 10 Harding & Barnett, Leicester

DICKINSON, CATHERINE MARY, Vauxhall walk, Lambeth Jan 15 Clarke & Symes, Islington

EATON, GEORGE BLYTHMAN, Sheffield Jan 31 Broomhead & Co, Sheffield

EBERHART, JOHN, Wood Green Feb 1 W Houghton & Son, New Broad st

ELY, WILLIAM, sen, Tattershall Jan 30 Clitherow & Son, Tattershall, Lincoln

FLETCHER, GEORGE, Crosby, Lancs, Stockbroker Jan 31 McGowen, Liverpool

GROVES, HENRY, Yeovil Jan 3 H S & S Watts, Yeovil

HALESTRAP, ALFRED CAGER, Hertford Jan 31 Spence & Co, Hertford

KERSHAW, AMOS, Rochdale, Beerhouse Keeper Jan 13 Leach & Son, Manchester

JACKSON, WILLIAM, Scarborough Jan 10 Jennings, Bishop Auckland

JACKSON, WILLIAM HENRY, Eccles, Lancs Jan 8 Orrell, Manchester

JAMES, LAWFORD RHODES, Broadstairs Jan 20 Wood, Finsbury sq

JONES, CHRISTIAN COBHAM, Rhyl, Flint Jan 20 Wood, Finsbury sq

LAMB, JOHN, Cockfield, Durham, Yeoman Jan 10 Jennings, Bishop Auckland

LIGHTFOOT, EDWARD RICHARD, Dellfield, Cowley Jan 1 Sedgwick, Watford

LOWE, JOHN EDGAR, Laurence Pountney hill Jan 31 Freeman & Bothamley, Queen st, Cheapside

MARYON, JOHN JOSEPH, Green lanes, Licensed Victualler Feb 1 Isaacs, Basinghall avue

MILL, HARRIETT ISABELLA, Sydenham, Kent Jan 10 Colman & Knight, Raymond bldgs, Gray's inn

MILLS, THOMAS, Radcliffe, Lancaster Dec 31 Pickstone & Jones, Radcliffe

NEWMAN, MATTHEW, Hayes ct, Hayes Jan 20 Woodbridge & Sons, Uxbridge

PAULING, RICHARD CLARKE, Victoria st March 10 Apps & Son, South sq, Gray's inn

PHIPPARD, ARABELLA SARAH, Swanage, Dorset Jan 9 Andrews & Co, Dorchester

PRATT, GEORGE, Burnham on Crouch, Essex Dec 24 Leader, St Paul's Churchyard

RAYMENT, HENRY, Hertford, Merchant Jan 31 Spence & Co, Hertford

SHARMAN, Mrs MARY, Balham Jan 10 Herbert, Cork st, Burlington grdns

STEPHENSON, THOMAS, Cambridge Jan 1 D'Albain & Ellis, Newmarket

TAYLOR, HENRY, Eastbourne March 1 Rising & Ravenscroft, Leadenhall st

TERRY, JOHN, Sutton upon Trent, Licensed Victualler Jan 14 Masser, Nottingham

THOMAS, ANN, Hendon Jan 24 Rawlings & Butt, Walbrook

TIMMINS, HANNAH, Handsworth, Stafford Jan 1 Wheldale, Birmingham

TIMMINS, SAMUEL PEARSON, Handsworth, Stafford, Butcher Jan 1 Wheldale, Birmingham

TRUSLER, JAMES, Preston, Sussex Jan 24 Hardwick, Brighton

TRUSLER, SARAH, Brighton Jan 24 Hardwick, Brighton

WALLACE, Dame AMELIE JULIE CHARLOTTE, Manchester sq Jan 15 Caprons & Co, Savile pl, Conduit st

WEAVER, ELIZA ANN, Kilburn Jan 10 Roscoe & Hincks, Christopher st, Finsbury sq

WEBSTER, JOHN, Croydon Jan 17 S Hughes & Sons, Bedford st

WESTGARTH, JOSEPH, Morecambe, Lancaster, Groom Dec 21 Fawcett, Morecambe

WHITAKER, THOMAS, Nottingham, Farmer Jan 17 Brown, Newark on Trent

WHITELEY, GERALDINE LOUISA, Greetland, York Jan 26 England, Halifax

WICKENDEN, ALFRED, Pagham, Sussex Jan 11 Staffurth & Staffurth, Bognor

WILLETTS, NOAH, Dudley, Worcester Dec 29 Rollason, Birmingham

WOOD, EMMA, Sproughton, Suffolk Jan 8 Josselyn & Sons, Ipswich

WOODMAN, HENRY RICHARD, Hemel Hempstead, Corn Merchant Jan 20 Pitts, Strand

YATES, OLIVER, Southport Jan 5 Wilding & Son, Blackburn

London Gazette.—TUESDAY, Dec. 14.

ALLEN, ANNA BELLA, Chesterfield, Derby Jan 14 Lambert, Manchester

BAKER, WILLIAM, Nottingham, Rope Maker Jan 1 Johnstone & Williams, Nottingham

BANKS, HENRY WILLIAM, Addiscombe, Surrey Jan 10 Stopher, Queen Victoria st

BAYLEY, ROBERT HENRY, Florence rd, Finsbury Park, Optician Jan 27 Moodie & Son, Basinghall avenue

BETTS, MARY ELIZABETH, Norwood Feb 1 Howard, Weymouth

BOON, JANE, Canning Town Jan 31 Arthur Blott, Stratford

BRICKWOOD, JOHN, Derby, Farmer Dec 24 Eddowes & Sons, Derby

BROOME, JOHN, Lea Mills, Derby Jan 15 Potter, Matlock Bridge

CAVE, Sir LEWIS WILLIAM, Woodmansterne, Epsom Jan 31 Collyer-Bristow & Co, Bedford row

CULLEY, JANE ARUNDELL ST AUBYN, Wooler, Northumberland Jan 10 Willoby & Peters, Berwick upon Tweed

DAVIES, ELLEN, Smethwick, Stafford, Beer Retailer Jan 20 Lane & Co, Birmingham

DEWHIRST, EMMA, Headingley, Leeds Jan 11 J Bowling & Sons, Leeds

ELLIS, JOSEPH, Manchester Jan 29 Hatton, Manchester

FOX, JAMES, Brighton Dec 31 Fox, Bedford row

GREENALL, WILLIAM PATTISON, Waltham Cross, Hertford Jan 11 Lea, Manchester

HALLIWELL, JOHN, Southport Jan 22 Brighouse & Co, Southport

HAWORTH, Rev PETER, Morecambe, Lancs Dec 31 Fawcett, Morecambe

HOLLIS, THOMAS, Sonning Eye, Oxford, Farmer Jan 15 Blandy & Blandy, Reading

HOPKINS, EMMA, Lymington, Southampton Jan 20 Moore & Co, Lymington

HOUNSELL, EMMA NATALIA, Torquay Jan 16 Hooper & Wollen, Torquay

IVES, JOHN ARTHUR, Shipley, Yorks, Builder's Clerk Jan 11 Morgan & Morgan, Shipley

LOFTUS, FERRARS COMPTON CLARGES, Ingatestone, Essex Jan 24 Baileys & Co, Berners st

MCCRACKEN, JAMES, Greenleighton, Farmer Jan 15 Gibson, Newcastle on Tyne

MACKINNON, Surgeon Major General Sir WILLIAM, KCB, South Kensington Jan 14 Fladgate & Co, Craig's ct, Charing Cross

MALIN, JOHN, Knowle, Warwick, Farmer Jan 20 Lane & Co, Birmingham

MARSH, JOHN WILFORD, Medical Superintendent, Bracebridge, nr Lincoln Jan 20 Andrew & Trotter, Lincoln

MILLAIS, Sir EVERETT, Shepperton, Bart Jan 28 Richard Taylor & Co, Field ct, Gray's inn

NEAVE, ISAAC, Edingthorpe, Norfolk, Farmer Dec 31 Wilkinson, North Walsham

PLATT, THOMAS, Hurst, nr Newcastle under Lyne Jan 15 Whitworth, Ashton under Lyne

POTTS, FREDERICK, Walworth Jan 11 Forbes & Son, London st, Fenchurch st

RUTLEY, ELIZABETH JANES, Bickleigh, Devon Jan 20 Bulteel & Co, Plymouth

SKILLINGTON, CHARLES, Lincoln, Horsedealer Jan 10 Andrew & Trotter, Lincoln

SUTCLIFFE, FREDERICK, Liverpool, Solicitor's Clerk Dec 21 Robinson & Co, Bradford

TATTAM, WILLIAM HENRY, Denmark Hill Jan 14 Hugill, Cannon st

TREDELL, LOUISA, Croydon Jan 20 Capel-Cure & Ball, Clements inn

WARD, JAMES, Boston, Lincoln, Farmer Feb 1 Peake & Co, Sleaford

WHITE, JOHN, Plymouth Jan 1 Brian, Plymouth

WILKS, CUTHBERT, Lincoln Jan 10 Andrew & Trotter, Lincoln

London Gazette.—FRIDAY, Dec. 17.

ALEXANDER, RHODA, Barnstaple, Devon Jan 15 Harding & Son, Barnstaple

ASTLEY, DANIEL, Chorley, Lancs, Brewery Manager Jan 17 Barlow, Wigan

AUSTEN, CASSANDRA ESTEN, Plymouth Jan 18 Gill, Devonport

BARNETT, ELIZABETH, Nantwich, Cheshire Feb 1 Hensley, Nantwich

BOWDEN, GEORGE, Swansea, Provision Merchant Jan 17 Morgan & Co, Cardiff

BRAY, HANNAH, Horbury, nr Wakefield Jan 22 Dransfield & Hodgkinson, Penistone

BRAY, MARY, Horbury, nr Wakefield Jan 22 Dransfield & Hodgkinson, Penistone

BROCK, WILLIAM, Pexford, Worcester, General Dealer Jan 31 Rundle & Hobrow, Basinghall st
BUCKLEY, JOHN ARTHUR, Hampton Wick Jan 21 Austin & Austin, Union ct
BURGESS, JAMES, Westbury, Wilts, Builder Jan 18 Pinniger & Co, Westbury
CALLOWAY, JOB, Tipton, Stafford Dec 31 Clayton, Birmingham
CHANCE, FRANK, Sydenham hill Jan 14 Watkins & Co, Sackville st
COLE, JANE, Everton, nr Liverpool Feb 7 Trinder & Co, Cornhill
COUL, JOHN NEWCOMBE, Sunderland, Surgeon Jan 13 Walker, Sunderland
DAVIES, MARY ANNE, Llangain, Carmarthen Jan 10 Browne, Carmarthen
FENWICK, ROBERT BLOOMFIELD, Braintree, Essex Jan 28 Withers & Co, Arundel st, Strand
FORD, ANDREW, Leeds Jan 29 Jones & Co, Leeds
FOURACRE, JUDITH, Winstanley, Lancs Jan 22 Darlington & Sons, Wigan
GANDER, THOMAS, Warnham, Sussex, Farmer Jan 20 Cotching, Horsham
GOTTSCHALK, GUSTAV, Distaff lane Jan 16 Lawrance & Co, Old Jewry chmbrs
HOLMES, THOMAS, Llanarth, Monmouth, Yeoman Feb 2 Watkins & Co, Pontypool
HOLT, ELIAS, Highbury Jan 20 Holt, Gray's inn sq
HEATON, ANNE, Leeds Jan 29 Jones & Co, Leeds
HEWITT, ALFRED, Lancaster Gate, Hyde pk Feb 13 Budd & Co, Bedford row
IRDELL, LOUISA, Croydon Jan 20 Capel-Cure & Ball, Clement's inn
JOHNSON, ELIZABETH MARY, Dover Feb 17 Lewis & Pain, Dover
JOHNSON, JOSEPH, Barrow on Soar, Leicester, Farmer Feb 1 Woolley & Co, Loughborough
LAYTON, FREDERICK CHAMPION, Newcastle upon Tyne Feb 1 Stanton & Atkinson, Newcastle upon Tyne
LONG, ELIZA, Cheltenham March 14 Drew, Cheltenham
LOWE, CHARLOTTE, Bromley, Stafford Jan 20 Lowe & Auden, Burton on Trent
MCDOWELL, CHARLES ANDREW, Oxton, Chester Jan 31 John Quinn & Sons, Liverpool
MARKS, HENRY, West Hampstead Jan 24 Marks, Bishopsgate st Within
MILBURN, GEORGE, Walton, Cumberland, Yeoman Dec 29 Milburn, Brampton Cumberland
NELSON, JOHN, Nottingham Jan 31 Martin & Sons, Nottingham
PALMER, THOMAS, New st, Covent Garden March 1 Hughes & Sons, John st, Bedford row
PARROT, HERMANN, Fenchurch st Jan 18 Hollams & Co, Mincing lane
PICKUP, JOSEPH, Wisconsin, U S A Jan 15 Mellor, Oldham
PIGGOTT, FRANCIS, Erdington, Warwick Jan 27 Bickley & Lynex, Birmingham
POWER, JAMES O'NEILL, Kilkenny, J P, D L Jan 15 Francis & Crookenden, New sq, Lincoln's inn
REVELSTOKE, The Rt Hon EDWARD CHARLES Baron, Charles st, Berkeley sq Feb 28 Lawford & Co, Finsbury circ
RENTON, ALICIA ELLEN, Brighton Jan 17 Ashurst & Co, Throgmorton avnue
RILEY, THOMAS, Dewsbury Feb 1 Chadwick & Sons, Dewsbury
ROYTER, WILLIAM RUDGE, Ross, Hereford, Chartered Accountant Jan 31 Thorpe, Ross
SCUDDER, HENRY, Southend on Sea Jan 31 Bradford, Queen Victoria st
SHOWERS, JAMES, Taunton Jan 31 Reed & Co, Taunton
SKIRROW, THOMAS BEANLANDS, Askwith, nr Otley, York, Farmer Jan 15 Dunning & Co, Leeds
SMITH, SAMUEL, Long Eaton, Derby, Lace Manufacturer Dec 29 Whitworth, Nottingham
TANCOCK, WILLIAM, Croydon Jan 31 Grundy & Co, Queen Victoria st
THRUPP, MERCY, Willesden Jan 31 Cridland & Nell, Bedford row
VERNE, Count CAMILLO ZILERI DAL, Vicenza, Italy, Landed Proprietor Jan 15 Dale & Co, Cornhill
WALLEY, Miss ELEANOR, Nantwich, Cheshire Feb 1 Hensley, Nantwich
WEBB, ROBERT, Cambridge, Ex-Policeman Feb 1 Burrows, Cambridge

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 17.

RECEIVING ORDERS.

ARROWSUCH, JOB, Cannock, Staffs, Greengrocer Walsall Pet Dec 15 Ord Dec 15
BAKER, HORACE CHARLES WILLIAM, Mincing lane, Merchant High Court Pet Nov 30 Ord Dec 14
BAXTER, HENRY, Burnley, Butcher Burnley Pet Dec 10 Ord Dec 10
BOURGEOIS, ACHILLE, Finsbury Park, Watch Importer High Court Pet Dec 13 Ord Dec 13
BURRELL, JOSEPH, Shipley, Yorks, Bootmaker Bradford Pet Dec 14 Ord Dec 14
CANTELO, FRANK, Sandown, I of W, Ironmonger Newport Pet Dec 15 Ord Dec 15
CHARLTON, SAMUEL, Nunney, Somerset, Baker Frome Pet Dec 13 Ord Dec 13
COYNE, HAROLD, CHRISTIAN DANBIS COYNE, and ARTHUR COYNE, Ilford, Bootmakers High Court Pet Dec 15 Ord Dec 15
CRICK, JOHN HENRY, Mildenhall, Suffolk, Shopkeeper Bury St Edmunds Pet Dec 14 Ord Dec 14
CRITCHLEY, FANNY, Lancaster, Grocer Burnley Pet Oct 28 Ord Dec 9
DAMARO, ENRICO, Clifton, Bristol, Professor of Music Bristol Pet Dec 13 Ord Dec 13
DENTON, FREDERICK, and JOSEPH ALLEN, Irthlingborough, Boot Manufacturers Northampton Pet Dec 15 Ord Dec 15
EDWARDS, SAMUEL, Buckingham, Cycle Dealer Banbury Pet Dec 13 Ord Dec 13
FAWCETT, CHARLES ARTHUR, Dewsbury, Lodging house Keeper Leeds Pet Dec 15 Ord Dec 15
FRASER, WILLIAM FAIRBAIRN, Bootle, Lancs, General Merchant Liverpool Pet Nov 29 Ord Dec 14
FREUND, JOHANN PHILIPP, Stoke Newington, Boot Manufacturer High Court Pet Dec 13 Ord Dec 13
GAMBLE, BEN, Leicester, Builder Leicester Pet Dec 15 Ord Dec 15
GRICE, JOHN AUSTIN, High Holborn, Licensed Victualler High Court Pet Dec 15 Ord Dec 15
HALL, JOHN VOCE, Boston, Lincs, Grocer Boston Pet Dec 13 Ord Dec 13
HARRIS, RICHARD, Kingswood, Gloucester, Coal Dealer Bristol Pet Dec 15 Ord Dec 15
HILL, ROBERT, Darlington, Clerk Stockton on Tees Pet Dec 13 Ord Dec 13
INGLETON, FREDERICK BEECH, Newport, Mon, Commission Agent Newport Pet Dec 14 Ord Dec 14
JENKINS, JOHN, Penrhiwceiber, Glam, Stationer Pontypridd Pet Dec 14 Ord Dec 14
JINKS, ALFRED, Worthing, Jobmaster Brighton Pet Nov 23 Ord Dec 13
JONES, FREDERICK TOPHAM, Niton, I of W, Hotel Proprietor Newport Pet Dec 13 Ord Dec 13
LANE, WALTER, Bedminster, Grocer Bristol Pet Nov 8 Ord Dec 13
LECHMERE, EDWARD, Pimlico, Dental Surgeon High Court Pet Dec 15 Ord Dec 15
LONSDALE, WILLIAM, Southport, Provision Dealer Liverpool Pet Dec 13 Ord Dec 13
MACKIE, FRANK HECTOR, Kirstead, Norfolk, Upholsterer's Salesman Great Yarmouth Pet Dec 13 Ord Dec 13
MSHILLA VALLEY IRRIGATION COLONY, Victoria st High Court Pet Oct 26 Ord Dec 15
NEWBY, JOSEPH WAKERLEY, Syston, Leicester, Wheelwright Leicester Pet Dec 13 Ord Dec 13
OXTER, JOHN WILLIAM, Roundhay, nr Leeds, Joiner Leeds Pet Dec 13 Ord Dec 13
PHILBRICK, HORACE, Southampton, Solicitor Southampton Pet Nov 9 Ord Dec 15
READ, CHARLES, Clapham, Licensed Victualler High Court Pet Dec 1 Ord Dec 15
SAFFE, WILLIAM, jun, Gt Tower st, Journalist Brighton Pet Dec 13 Ord Dec 13
SCHOELLES, FERDINAND, Prestwich, nr Manchester, Merchant Manchester Pet Dec 6 Ord Dec 13
SEAR, WILLIAM RICHARD, Harpole, Northamptons, Innkeeper Northampton Pet Dec 15 Ord Dec 15
SEABANCKE, NICCOLL FREDERICK, Mitcheldean, Glos Gloucester Pet Dec 14 Ord Dec 14
SIMPSON, FREDERICK WILLIAM, Sawtry, Hunts, Farmer Peterborough Pet Dec 15 Ord Dec 15
SMITH, HEDLEY MASON, Islington, Ironmonger High Court Pet Dec 15 Ord Dec 15
STEPHEN, DAVID RHYS, Mumbles, nr Swansea, Coal Shipper Swansea Pet Dec 14 Ord Dec 14
TALLBOY, JAMES EDWARD, Barry Dock, Auctioneer Cardiff Pet Dec 13 Ord Dec 13
TANSON, JAMES, Chichester, Fish Hawker Brighton Pet Dec 13 Ord Dec 15
TROWBRIDGE, WILLIAM, Shaftesbury, Dorsets, Cabinet Maker Salisbury Pet Dec 10 Ord Dec 10
TOY, FRANK, Leeds, Grocer Leeds Pet Dec 14 Ord Dec 14
TUCKER, JOSEPH, Crowhurst, Sussex, Farmer Oxford Pet Nov 26 Ord Dec 13
WEEKS, MORGAN, Pontypridd, Commission Agent Pontypridd Pet Dec 15 Ord Dec 15
WHINRAY, THOMAS, jun, Arnside, Westmorland, Butcher Kendal Pet Dec 13 Ord Dec 13
WILLIAMS, JABEZ, Laisterdyke, Builder Bradford Pet Dec 14 Ord Dec 14
WRIGHT, JAMES, Stafford, Glass Manufacturer Stourbridge Pet Dec 10 Ord Dec 10

Amended notice substituted for that published in the London Gazette of Dec 10:

HILES, ELLEN MARY JOSEPHINE, Oxford Oxford Pet Dec 6 Ord Dec 6

FIRST MEETINGS.

ANDERTON, GEORGE, Fleetwood, Shopman Dec 24 at 11 Off Rec, 14, Chapel st, Preston
BILLINGTON, JAMES, Salford Dec 31 at 3 Off Rec, Byrom st, Manchester
BROWNE, ROBERT, Hendon, Doctor of Medicine Dec 31 at 3 Off Rec, 95, Temple chmbrs, Temple avnue
BUXTON, HENRY, Dewsbury, Greengrocer Dec 24 at 11 Off Rec, Bank chmbrs, Batley
CUBITT, T A, Shoeburyness, Lieutenant Feb 25 at 3 Off Rec, 95, Temple chmbrs, Temple avnue
ELKINS, ALBERT EDWARD, Slough, Bucks, Leather Seller Dec 30 at 3 Off Rec, 95, Temple chmbrs, Temple avnue
EVANS, EDWARD MEREDITH, Penygraig, Glam, Saddler Dec 30 at 12 65, High st, Merthyr Tydfil
GILLOTT, BARTRAM, Cleethorpes, Joiner Dec 31 at 11.30 Off Rec, 15, Osborne st, Gt Grimsby
JINKS, ALFRED, Worthing, Jobmaster Dec 31 at 12 Off Rec, Pavilion bldgs, Brighton
JONES, HENRY, Aberaman, Aberdare, Collier Dec 29 at 2 65, High st, Merthyr Tydfil
MARTIN, HENRY, Twickenham Dec 30 at 3 Off Rec, 95, Temple chmbrs, Temple avnue
MILLER, ALICE, Lancaster, Innkeeper Dec 24 at 11.30 Off Rec, 14, Chapel st, Preston
POOL, L FOWLER, Walthamstow Dec 29 at 12 Bankruptcy bldgs, Carey st
READ, CHARLES, Clapham, Licensed Victualler Dec 24 at 11 Bankruptcy bldgs, Carey st
RICHARDSON, ALBERT, Dewsbury, Wholesale Fruit Merchant Dec 24 at 12 Off Rec, Bank chmbrs, Batley
ROBERTSON, WILLIAM, New Cleethorpes, Tailor Dec 31 at 11 Off Rec, 15, Osborne st, Gt Grimsby
SCHOELLES, FERDINAND, Manchester, Merchant Dec 31 at 2.30 Off Rec, Byrom st, Manchester
SCOTT, GEORGE ALFRED, Liversedge, Timekeeper Dec 24 at 10 Off Rec, Bank chmbrs, Batley
SIMPSON, CHARLES, Walworth, Salesman Dec 29 at 11 Bankruptcy bldgs, Carey st
STIDOLPH, THOMAS FREDERICK, Woodbridge, Suffolk, Organ Builder Dec 29 at 2 Off Rec, 36, Princes st, Ipswich
STURGESS, WILLIAM LIONEL, Buckland, Portsmouth, Grocer Dec 24 at 12 Off Rec, Cambridge Junction, High st, Portsmouth

ADJUDICATIONS.

ARROWSUCH, JOB, Cannock, Staffs, Greengrocer Walsall Pet Dec 15 Ord Dec 15
BARCLAY, HENRY JAMES, Cornhill High Court Pet Sept 20 Ord Dec 14
BAXTER, HENRY, Burnley, Butcher Burnley Pet Dec 10 Ord Dec 10
BOURGEOIS, ACHILLE, Finsbury Park, Watch Importer High Court Pet Dec 13 Ord Dec 13
BURRELL, JOSEPH, Shipley, Yorks, Boot Maker Bradford Pet Dec 14 Ord Dec 14
CANTELO, FRANK, Sandown, I of W, Ironmonger Newport Pet Dec 15 Ord Dec 15
CHAPMAN, HERBERT, Arundel st, Strand High Court Pet Oct 13 Ord Dec 14
CHARLTON, SAMUEL, Nunney, Somerset, Baker Frome Pet Dec 13 Ord Dec 13
COOPER, WILLIAM, Bournemouth, Hotel Proprietor Poole Ord Dec 14
CRICK, JOHN HENRY, Mildenhall, Suffolk, Shopkeeper Bury St Edmunds Pet Dec 14 Ord Dec 14
DENTON, FREDERICK, and JOSEPH ALLEN, Irthlingborough, Boot Manufacturers Northampton Pet Dec 15 Ord Dec 15
FAWCETT, CHARLES ARTHUR, Dewsbury Leeds Pet Dec 15 Ord Dec 15
FORSTER, JOHN CLARK, Gt Tower st, Wholesale Spice Merchant High Court Pet Nov 26 Ord Dec 11
FREUND, JOHANN PHILIPP, Stoke Newington, Boot Manufacturer High Court Pet Dec 13 Ord Dec 13
GAMBLE, BEN, Leicester, Builder Leicester Pet Dec 15 Ord Dec 15
GARDINER, GEORGE, Kingswood, Gloucester, Builder Bristol Pet Nov 26 Ord Dec 13
HALL, JOHN VOCE, Boston, Lincs, Grocer Boston Pet Dec 13 Ord Dec 13
HALLETT, ALFRED, East Chelborough, Dorset, Blacksmith Yeovil Pet Nov 30 Ord Dec 14
HILL, ROBERT, Darlington, Clerk Stockton on Tees Pet Dec 13 Ord Dec 13
JENKINS, JOHN, Penrhiwceiber, Glam, Stationer Pontypridd Pet Dec 14 Ord Dec 14
JOHNSON, HARRY, Teddington, Cycle Agent Kingston, Surrey Pet Dec 9 Ord Dec 15
JONES, ALFRED, Lyminster Brighton Pet Nov 24 Ord Dec 15
JONES, FREDERICK TOPHAM, Niton, I W, Hotel Proprietor Newport Pet Dec 13 Ord Dec 13
LONSDALE, WILLIAM, Southport, Provision Dealer Liverpool Pet Dec 13 Ord Dec 13
MACKIE, FRANK HECTOR, Kirkstead, Norfolk, Upholsterer's Salesman Great Yarmouth Pet Dec 13 Ord Dec 13
MARTIN, HENRY, Twickenham Brentford Pet Dec 8 Ord Dec 10
MORGAN, JOHN, Canton, Cardiff, Labourer Cardiff Pet Dec 10 Ord Dec 14
MOSITZ, FREDERICK WILLIAM ADOLPH, Harlesden High Court Pet Dec 7 Ord Dec 13
NEWBY, JOSEPH WAKERLEY, Syston, Leicester, Wheelwright Leicester Pet Nov 27 Ord Dec 13
OXTER, JOHN WILLIAM, Roundhay, nr Leeds, Joiner Leeds Pet Dec 13 Ord Dec 13
RICHARDSON, HENRY WILLIAM, Upper George st, Bryanston rd, Pawnbroker High Court Pet July 28 Ord Dec 13
SAFFE, WILLIAM, jun, Fittleworth, the Den, Sussex, Journalist Brighton Pet Dec 13 Ord Dec 15
SEAR, WILLIAM RICHARD, Harpole, Northampton, Innkeeper Northampton Pet Dec 10 Ord Dec 15
SIMPSON, FREDERICK WILLIAM, Elkesley, Hunts, Farmer Peterborough Pet Dec 15 Ord Dec 15
STURGESS, WILLIAM LIONEL, Buckland, Portsmouth Grocer Portsmouth Pet Dec 9 Ord Dec 10
TALLBOY, JAMES EDWARD, Barry Dock, Auctioneer Cardiff Pet Dec 13 Ord Dec 13

TANSON, JAMES, Chichester, Fish Hawker Brighton Pet Dec 11 Ord Dec 15
TATE, THOMAS, Pontefract, Market Gardener Wakefield Pet Nov 25 Ord Dec 10
TOY, FRANK, Leeds, Grocer Leeds Pet Dec 14 Ord Dec 14
TROWBRIDGE, WILLIAM, Shaftesbury, Dorsets, Cabinet Maker Salisbury Pet Dec 10 Ord Dec 10
WEEKS, MORGAN, Pontypridd, Commission Agent Pontypridd Pet Dec 15 Ord Dec 15
WHINRAY, THOMAS, jun, Arnside, Westmorland, Butcher Kendal Pet Dec 13 Ord Dec 13
WILLIAMS, JABEZ, Bradford, Builder Bradford Pet Dec 14 Ord Dec 14
WILTSHIRE, JAMES, Kingswood, Glos, Builder Bristol Pet Nov 26 Ord Dec 13
WRIGHT, JAMES, Brierley Hill, Stafford, Glass Manufacturer Stourbridge Pet Dec 10 Ord Dec 10

Amended notice substituted for that published in the London Gazette of Dec. 10:

HILES, ELLEN MARY JOSEPHINE, Oxford Oxford Pet Dec 6 Ord Dec 6

London Gazette.—TUESDAY, Dec. 21.

RECEIVING ORDERS.

BIRD, EDWIN, Birmingham, Shop Fitter Birmingham Pet Dec 18 Ord Dec 18
BISHOP, GEORGE, Skipton, Yorks, Cycle Manufacturer Bradford Pet Nov 9 Ord Nov 19
BROWNE, WILLIAM ALEXANDER, Abergele, Denbighs, Commission Agent Bangor Pet Dec 17 Ord Dec 17
CHARLTON, EDWARD JAMES, Basingstoke, Hants Winchester Pet Dec 17 Ord Dec 17
COUPLAND, ROBERT, Accrington, Draper Blackburn Pet Dec 7 Ord Dec 17
DAVIES, DAVID, Ruabon, Denbighs, Grocer Wrexham Pet Dec 18 Ord Dec 18
DUNN, JOHN HINDMAS, Bradford, Draper Bradford Pet Dec 16 Ord Dec 16
GROVE, EDWARD, Leicester, Boot Manufacturer Leicester Pet Dec 16 Ord Dec 16
HIRSCH, HERMAN CHARLES CESAR, Southwark, Egg Merchant High Court Pet Nov 27 Ord Dec 17
HUGHES, OWEN, Llanfwst, Denbighs, Grocer Portmadoc Pet Dec 18 Ord Dec 18
JONES, DAVID, Aberdare, Boot Dealer Aberdare Pet Dec 16 Ord Dec 16
JORDAN, ALFRED JOHN, Brighton, Carrier Brighton Ord Dec 17
KINCH, FREDERICK, Kingston upon Hull, Corn Merchant Kingston upon Hull Pet Nov 9 Ord Dec 16
KITCHEN, JOSEPH HENRY, Rinsey, Breage, Cornwall, Farmer Truro Pet Dec 16 Ord Dec 16
LEWIS, SIMON JOHN, Bedminster Wells Pet Dec 16 Ord Dec 16
LOCKWOOD, GEORGE, Rawcliffe, nr Goole, Yorks, Saddler Wakefield Pet Dec 18 Ord Dec 18
LUCAS, JOSEPH, Wollaston, Northamptons, Engineer Northampton Pet Dec 17 Ord Dec 17
MCBLAIN, JOHN, Gloucester rd, Draper High Court Pet Dec 16 Ord Dec 16
MOUNCE, HENRY, Newport, Mon, Baker Newport, Mon Pet Dec 16 Ord Dec 16
NIGHTINGALE, FREDERICK RICHARD, and JOHN NIGHTINGALE, Newcastle on Tyne, Hairdressers Newcastle on Tyne Pet Dec 14 Ord Dec 15
NOBLE, GEORGE, Camborne, Cornwall, Fruiterer Truro Pet Dec 15 Ord Dec 15
NORTH, CHARLES EDWARD, Bradford, Agent Bradford Pet Dec 17 Ord Dec 17
PEARSON, SAMUEL, Wollescote, nr Stourbridge, Ironworker Stourbridge Pet Dec 13 Ord Dec 13
ROBERTSON, ELLEN EMMA, Wakefield Wakefield Pet Dec 15 Ord Dec 15
SCALES, THOMAS ROBERT, Bridlington Quay, Yorks, Butcher Scarborough Pet Dec 16 Ord Dec 16
SINCLAIR, EDWARD, North Cowton, Yorks, Clerk Northallerton Pet Dec 16 Ord Dec 16
SMITH, FRED, Kingston upon Hull, Baker Kingston upon Hull Pet Dec 16 Ord Dec 16
SPRINGTHORPE, JOSEPH, Newbold Moor, Derby, Draper Chesterfield Pet Dec 17 Ord Dec 17
WAITE, THOMAS BUSHBY, Albrighton, Salop, Schoolmaster Madeley Pet Dec 18 Ord Dec 18
WATKINSON, THOMAS, Gt Preston, Woodlesford, Yorks, Farmer Wakefield Pet Dec 16 Ord Dec 16
WEEKS, WILLIAM, Eastmeon, Farmer Portsmouth Pet Dec 18 Ord Dec 18
WHITFIELD, WILLIAM STOREY, Newcastle on Tyne Newcastle on Tyne Pet Dec 18 Ord Dec 18
WIKELEY, GEORGE, Stillington, Yorks, Thrashing Machine Proprietor York Pet Dec 17 Ord Dec 17

Amended notice substituted for that published in the London Gazette of Dec. 17:

DARMARO, ENRICO, Clifton, Bristol, Professor of Music Bristol Pet Dec 13 Ord Dec 13

RECEIVING ORDER RESCINDED.

MEAGER, WILLIAM, Strenthbourne rd, Balham, Costume Manufacturer High Court Rec Ord Nov 16, 1897 Resc Dec 13

FIRST MEETINGS.

BAKER, HORACE CHARLES WILLIAM, Mincing ln, Merchant Dec 30 at 2.30 Bankruptcy bldgs, Carey st
BOURGEOIS, ACHILLE, Alexandra rd, Finsbury Park, Watch Importer Dec 30 at 12 Bankruptcy bldgs, Carey st
BROCKLESBY, HAROLD, Gt Grimsby, Draper Jan 6 at 10.30 Off Rec, 15, Osborne st, Gt Grimsby
BROWN, GEORGE WILLIAM, Rochdale, Boot Dealer Dec 31 at 11.15 Townhall, Rochdale
BURN, ALBERT FREDERICK, Kingston upon Hull, Butcher Dec 31 at 11 Off Rec, Trinity House ln, Hull
CHAMBERS, WILLIAM, Leeds Dec 30 at 11 Off Rec, 22, Park row, Leeds
CHARLTON, EDWARD JAMES, Basingstoke, Hants Jan 7 at 3 Off Rec, Southampton
CHARLTON, SAMUEL, Nunney, Somerset, Baker Jan 5 at 12.30 Off Rec, Baldwin st, Bristol
COYNE, HAROLD, CHRISTIAN DENNIS COYNE, and ARTHUR COYNE, Strand, Bootmakers Dec 29 at 12 Bankruptcy bldgs, Carey st
DARMARO, ENRICO, Clifton, Professor of Music Jan 5 at 11.30 Off Rec, Baldwin st, Bristol
DENT, WILLIAM ARTHUR BURGOYNE, Newport, Mon, Butcher Jan 4 at 12.30 Off Rec, Gloucester Bank chmbrs, Newport, Mon
EDMUNDS, WILLIAM, Aberdare, Innkeeper Dec 31 at 2 65, High st, Merthyr Tidfil
FREUND, JOHANN PHILIPP, Stoke Newington, Boot Manufacturer Dec 29 at 2.30 Bankruptcy bldgs, Carey st
GAMBLE, BEN, Fleckney, Leicesters, Builder Jan 4 at 3 Off Rec, 1, Berridge st, Leicester
GIBBS, ERNEST WILLIAM CECIL, Tulse Hill Dec 29 at 12.30 Bankruptcy bldgs, Carey st
GIBBS, FREDERICK THOMAS MEADE, Kilburn Dec 29 at 12 Bankruptcy bldgs, Carey st
GRICE, JOHN AUSTIN, High Holborn, Licensed Victualler Dec 30 at 12 Bankruptcy bldgs, Carey st
GROVE, EDWARD, Leicester, Boot Manufacturer Jan 4 at 12.30 Off Rec, 1, Berridge st, Leicester
HARE, EDGAR, Badby, nr Daventry, Baker Jan 1 at 12.30 County Court bldgs, Sheep st, Northampton
HARRIS, RICHARD, Kingswood, Gloucester, Coal Dealer Jan 5 at 12 Off Rec, Baldwin st, Bristol
HILBORNE, WILLIAM, jun, Somerton, Somersetshire, Coal Merchant Dec 29 at 1 Off Rec, City chmbrs, Endless st, Salisbury
HIPWELL, SOLDEN, Wisbech, Cambridgeshire, Builder Dec 29 at 3 Auction Mart, Tokenhouse yd
JOHNSON, HARRY, Teddington, Cycle Agent Dec 31 at 11.30 24, Railway appr, London bridge
KEANE, GEORGINA ALICE, Eastbourne Jan 4 at 1.30 Coles & Sons, Seaside rd, Eastbourne
LANE, WALTER, Bedminster, Grocer Jan 5 at 11.45 Off Rec, Baldwin st, Bristol
LECHMERE, EDWARD, Pimlico, Dental Surgeon Dec 29 at 11 Bankruptcy bldgs, Carey st
LEWIS, SIMON JOHN, Bedminster Jan 5 at 1 Off Rec Baldwin st, Bristol
MACKIE, FRANK HECTOR, Kirstead, Norfolk, Upholsterer's Salesman Dec 31 at 12 Off Rec, 8, King st Norwich
MESILLA VALLEY IRRIGATION COLONY, Victoria st, Westminster Dec 30 at 11 Bankruptcy bldgs, Carey st
NEWBY, JOSEPH WAKERLEY, Syston, Leicestershire, Wheelwright Dec 29 at 12.30 Off Rec, 1, Berridge st, Leicester
NUGENT, HENRY WALTER JOHN, Gloucester, Poultry Farmer Jan 4 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon
PAGE, THOMAS, Swansea, Wheelwright Dec 30 at 12 Off Rec, 31, Alexandra rd, Swansea
PEARSON, SAMUEL, Wollescote, nr Stourbridge, Ironworker Dec 30 at 3.15 W S Mobberley, Solicitor, High st, Stourbridge
PHILBRICK, HORACE, Southampton, Solicitor Dec 30 at 3.30 Off Rec, Southampton
PIERPOINT, FREDERICK ERNEST, Dorking Dec 29 at 12.30 Off Rec, City chmbrs, Endless st, Salisbury
PILLEY, JOHN, Thorpe Hesley, Rotherham, Stonemason Dec 29 at 2 Off Rec, Fig Tree lane, Sheffield
RILEY, JOHN HENRY, Burley, Leeds, Commercial Traveller Jan 3 at 11 Off Rec, 22, Park row, Leeds
ROBSHAW, ERNEST ALFRED HAMILTON, Gt Grimsby, Grocer Dec 31 at 12 Off Rec, 15, Osborne st, Gt Grimsby
SAPTE, WILLIAM, jun, Petworth, Sussex, Journalist Jan 3 at 3 Off Rec, 24, Railway app, London Bridge
SMITH, FRED, Kingston upon Hull, Baker Dec 31 at 11.30 Off Rec, Trinity House lane, Hull
SMITH, HEDLEY MASON, Islington, Ironmonger Dec 30 at 2.30 Bankruptcy bldgs, Carey st
TANSON, JAMES, Chichester, Fish Hawker Dec 30 at 3 Dolphin Hotel, Chichester
TAYLOR, JAMES H, Hatch, nr Taunton Dec 30 at 1 Off Rec, City chmbrs, Endless st, Salisbury
VINALL, FREDERICK JOHN, Liverpool, Licensed Victualler Jan 4 at 12 Off Rec, 35, Victoria st, Liverpool
WEARMOUTH, JOHN WALTON, Bishop Auckland, Insurance Agent Dec 28 at 4 Off Rec, 25, John st, Sunderland
WIKELEY, GEORGE, Stillington, Yorks, Thrashing Machine Proprietor Jan 3 at 12.15 Off Rec, 28, Stonegate, York
WOLFENDEN, ROBERT, Cheshunt, Herts, Solicitor Dec 30 at 11 Bankruptcy bldgs, Carey st
WRIGHT, JAMES, Brierley Hill, Staffs, Earthenware Manufacturer Dec 30 at 11.30 Dudley Arms Hotel, Dudley
WRIGHT, JOHN WILLIAM, Nottingham Jan 3 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

Amended notice substituted for that published in the London Gazette of Dec. 14:

PEDLEY, FREDERICK WILLIAM, West Hartlepool, Plumber Dec 28 at 3 Off Rec

ADJUDICATIONS.

ASH, WALTER, and FRANK ASH, Southampton, Wholesale Fruiterers Southampton Pet Nov 17 Ord Dec 17
BARKER, ANNE, Leicester, Milliner Leicester Pet Sept 18 Ord Dec 15
BURNETT, JAMES, Bristol, Boot Manufacturer Bristol Pet Nov 30 Ord Dec 16
CHAPPELL, ALBERT, and SIDNEY CHAPPELL, Cardiff Cardiff Pet Sept 13 Ord Dec 15
DARMARO, ENRICO, Clifton, Bristol, Professor of Music Bristol Pet Dec 13 Ord Dec 15
DAVIES, DAVID, Ruabon, Denbigh, Grocer Wrexham Pet Dec 18 Ord Dec 18
DUNN, JOHN HINDMAS, Bradford, Draper Bradford Pet Dec 16 Ord Dec 16
FRITH, EDWARD PHILLIP, Lombard ct, Accountant High Court Pet Oct 12 Ord Dec 15
GARTON, WILLIAM, Muscovy ct, Tower Hill, Cocoa Merchant High Court Pet Nov 17 Ord Dec 15
GRANT, ANNIE MARIA, Polruan, Cornwall, Baker Plymouth Pet Nov 20 Ord Dec 17
GROVE, EDWARD, Leicester, Boot Manufacturer Leicester Pet Dec 15 Ord Dec 16
HUGHES, OWEN, Llanfwst, Denbighshire, Grocer Portmadoc Pet Dec 16 Ord Dec 18
HYDE, FREDERICK, Birmingham, Wholesale Fruiterer Birmingham Pet Dec 8 Ord Dec 16
JINKS, ALFRED, Worthing, Jobmaster Brighton Pet Nov 18 Ord Dec 16
JONES, DAVID, Aberdare, Boot Dealer Aberdare Pet Dec 16 Ord Dec 16
KRANZ, GEORGINA ALICE, Eastbourne Eastbourne Pet Nov 17 Ord Dec 17
KITCHEN, JOSEPH HENRY, Rinsey, Breage, Cornwall, Farmer Truro Pet Dec 16 Ord Dec 16
LANGRIDGE, LUKE LUTENER, Hollington, Sussex, Builder Hastings Pet Dec 2 Ord Dec 16
LECHMERE, EDWARD, Pimlico, Dental Surgeon High Court Pet Dec 15 Ord Dec 15
LEWIS, SIMON JOHN, Bedminster Wells Pet Dec 15 Ord Dec 16
LOCKWOOD, GEORGE, Rawcliffe, nr Goole, Yorks, Saddler Wakefield Pet Dec 18 Ord Dec 18
LUCAS, JOSEPH, Wollaston, Northamptons, Engineer Northampton Pet Dec 16 Ord Dec 17
MOUNCE, HENRY, Newport, Mon, Baker Newport, Mon Pet Dec 16 Ord Dec 16
NOBLE, GEORGE, Camborne, Cornwall, Fruiterer Truro Pet Dec 15 Ord Dec 17
NORTH, CHARLES EDWARD, Bradford, Agent Bradford Pet Dec 17 Ord Dec 17
PAYNE, RICHARD, Wandsworth, Butcher Wandsworth Pet Nov 23 Ord Dec 18
PEARSON, SAMUEL, Wollescote, nr Stourbridge, Ironworker Stourbridge Pet Dec 13 Ord Dec 13
ROBERTSON, ELLEN EMMA, Wakefield Wakefield Pet Dec 15 Ord Dec 15
SCALES, THOMAS ROBERT, Bridlington Quay, Yorks, Journeyman Butcher Scarborough Pet Dec 16 Ord Dec 16
SINCLAIR, EDWARD, North Cowton, Yorks, Clerk Northallerton Pet Dec 15 Ord Dec 16
SMITH, FRED, Kingston upon Hull, Baker Kingston upon Hull Pet Dec 16 Ord Dec 16
SPRINGTHORPE, JOSEPH, Newbold Moor, Derby, Draper Chesterfield Pet Dec 17 Ord Dec 17
STEWART, CHARLES NIGEL, Victoria st, Westminster High Court Pet Aug 4 Ord Dec 16
TOWLER, HERBERT JOHN, Birmingham, Grocer Birmingham Pet Nov 22 Ord Dec 17
VINALL, FREDERICK JOHN, Liverpool, Licensed Victualler Liverpool Pet Nov 18 Ord Dec 17
WAITE, THOMAS BUSHBY, Albrighton, Salop, Schoolmaster Madeley Pet Dec 17 Ord Dec 18
WATKINSON, THOMAS, Gt Preston, Woodlesford, Yorks Farmer Wakefield Pet Dec 16 Ord Dec 16
WEEKS, WILLIAM, Eastmeon, Farmer Portsmouth Pet Dec 17 Ord Dec 18
WHITFIELD, WILLIAM STOREY, Newcastle on Tyne Newcastle on Tyne Pet Dec 18 Ord Dec 18
WIKELEY, GEORGE, Stillington, Yorks, Thrashing Machine Proprietor Yorks Pet Dec 17 Ord Dec 17
WRIGHT, JOHN WILLIAM, Nottingham Nottingham Pet Nov 24 Ord Dec 17

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

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